



3901 North Louise Avenue  
Sioux Falls, South Dakota 57107

January 4, 2016

**VIA FEDERAL EXPRESS**

Darrell Nitschke  
Executive Secretary  
ND Public Service Commission  
600 E Boulevard, Dept 408  
Bismarck, ND 58505-0480



RE: Midcontinent Communications and Missouri Valley Communications  
Replacement Interconnection Agreement

Dear Mr. Nitschke:

Enclosed for filing is an original and seven copies of a replacement interconnection agreement negotiated between Midcontinent Communications and Missouri Valley Communications. We will also file an electronic copy of this letter and the Agreement by email

If you have any questions please feel free to contact me. Thank you for your consideration of this matter.

Sincerely,

Mary Lohnes  
Regulatory Affairs Manager  
Midcontinent Communications  
3901 N Louise Avenue  
Sioux Falls, SD 57107  
(605) 357-5459

Cc: J.G. Harrington  
David Hogue  
Remi Sun

# INTERCONNECTION AGREEMENT

Between

MISSOURI VALLEY COMMUNICATIONS, INC.

AND

MIDCONTINENT COMMUNICATIONS

IN THE STATE OF

NORTH DAKOTA

December 30, 2015

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**GLOSSARY**

**ATTACHMENT 1 – INTERCONNECTION**

**ATTACHMENT 2 – PRE-ORDERING AND ORDERING**

**ATTACHMENT 3 – LOCAL NUMBER PORTABILITY**

**ATTACHMENT 4 – ANCILLARY SERVICES**

**ATTACHMENT 5 – RESALE**

**ATTACHMENT 6 – PRICING**

## **General Terms and Conditions**

### **Section 1.0 - GENERAL TERMS**

- 1.1 This Agreement must be filed with the North Dakota Public Service Commission (Commission). If the Commission does not act to approve or reject the Agreement within 90 days after submission, the Agreement shall be deemed approved. The Agreement is between Missouri Valley Communications, Inc. (MVC), a North Dakota corporation and Midcontinent Communications, a South Dakota General Partnership (Midcontinent).
- 1.2 This Agreement sets forth the terms, conditions and pricing for interconnection between MVC and Midcontinent for the purpose of exchanging local telecommunications traffic and for resale of services within the Williston, ND exchange in which both Parties are providing local exchange service at that time, and for which MVC is the incumbent local exchange carrier with the State of North Dakota for purposes of providing local Telecommunications Services. This Agreement is available for the term set forth herein.
- 1.3 This Agreement supersedes the Interconnection Agreement approved by the Commission on June 27, 2012, and the Resale Agreement, dated November 29, 2004, between the Parties (collectively, the "Previous Agreements"). The Previous Agreements shall be terminated when this Agreement becomes effective pursuant to Section 2.2, except as to matters relating to (a) payments owed for services rendered prior to termination; (b) disputes as to matters that occurred prior to termination; (c) indemnification; (d) limitations on liability; and (e) confidential information (collectively "Surviving Matters"). The Previous Agreements shall remain in effect as to Surviving Matters for such period as contemplated for those matters.
- 1.4 Nothing in this Agreement shall be construed as a waiver of MVC's "rural exemption" under the Communications Act.

### **Section 2.0 - TERMS AND CONDITIONS**

#### **2.1 General Provisions**

2.1.1 Each Party is solely responsible for the services it provides to its end users and to other telecommunications carriers. This provision does not limit the liability of either Party for its failure to perform under this agreement.

2.1.2 The Parties shall work cooperatively to minimize third party fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement. Blocking of these services may be necessary to minimize fraud.

## 2.2 Term of Agreement

2.2.1 This Agreement shall become effective on January 1, 2017 or upon approval under Section 1.1, whichever is later. This Agreement shall be binding upon the Parties for a term of three (3) years from the effective date, unless terminated earlier pursuant to Section 2.2.3. It shall remain effective following the initial term on a month-to-month basis until the Agreement is terminated pursuant to Section 2.2.3.

2.2.2 Any Party may request negotiation for a successor Agreement by written notice to the other Party no earlier than one hundred sixty (160) Days prior to the expiration of the initial term and at any time thereafter.

2.2.3 This Agreement shall terminate:

2.2.3.1 Following the expiration of the initial term upon one hundred eighty (180) days prior notice from one Party to the other (a "Post-Term Termination Notice"), provided that if one Party requests negotiation of a successor Agreement pursuant to Section 2.2.2 hereof prior to or within ninety (90) days of the Post-Term Termination Notice, the Agreement shall continue in effect until (a) a successor agreement becomes effective following negotiation pursuant to Section 2.2.2 or arbitration of a new agreement under Section 252 of the Communications Act (a "Section 252 Arbitration"); or (b) if no new agreement is negotiated and neither Party timely requests a Section 252 Arbitration, one (1) year after the Post-Term Termination Notice.

2.2.3.2 Pursuant to the terms of Section 2.4.2 hereof.

2.2.3.3 Except as otherwise provided in this Agreement, upon fifteen (15) days written notice from one Party, if that Party previously notified the other Party in writing that the other Party was in breach of a material provision of this Agreements, and the other Party failed to correct the breach within thirty (30) days from receipt of written notice and to notify the first Party in writing that the breach has been corrected. If a Party fails to exercise its right to terminate the agreement pursuant to this Section 2.2.3.3 within sixty (60) days of a notice of breach, it shall be required to provide a new notice of breach in accordance with this Section 2.2.3.3 before it can terminate the Agreement.

## 2.3 Proof of Authorization (POA)

2.3.1 Each Party shall be responsible of obtaining and maintaining Proof of Authorization (POA) as required by applicable federal and state law, as amended from time to time.

## 2.4 Performance

2.4.1 Amounts payable under this Agreement are due and payable within twenty

(20) calendar days after bill date, which shall be the date the bill is sent to the other Party or that the other Party is given notice that the bill is available for electronic inspection. If the payment due date is not a business day, the payment shall be due the next business day.

2.4.2 Except for amounts disputed pursuant to Section 2.4.5 herein, the following shall apply:

2.4.2.1 If payment is not received thirty (30) days from the bill date, the billing Party may provide written notice to the billed Party that additional applications for service will be refused, and that any pending orders for service will not be completed if payment is not received by the fifteenth (15th) day following the date of the notice. If the billing Party does not refuse additional applications for service on the date specified in the notice, and the billed Party's noncompliance continues, nothing contained herein shall preclude the billing Party's right to refuse additional applications for service without further notice.

2.4.2.2 If the billed Party fails to make any payment following the notice under Section 2.4.2.1, the billing Party may, on thirty (30) days written notice to the billed Party's designated representative, discontinue the provision of existing services to the billed Party at any time thereafter. Such notice will be sent by certified mail, return receipt requested. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If the billing Party does not discontinue the provision of the services involved on the date specified in the thirty (30) days notice, and the billed Party's noncompliance continues, nothing contained herein shall preclude the billing Party's right to discontinue the provision of the services to the billed Party without further notice.

2.4.2.3 If payment is not received within sixty (60) days of the notice under Section 2.4.2.1, the billing Party may terminate this Agreement.

2.4.3 After disconnect procedures have begun, the billing Party shall not accept service orders from the billed Party until all unpaid charges are paid in full in immediately available funds. The billing Party shall have the right to require a deposit equal to two month's charges (based on the highest previous month of service from the billed Party) prior to resuming service to the billing Party after disconnect for nonpayment has occurred.

2.4.4 In the event the billing Party properly terminates the provisioning of any services to the billed Party for any reason, and subject to the requirements of the Commission and the FCC, the billed Party shall be responsible for providing any and all necessary notice to its end users of the termination. The billing Party shall not be responsible for providing such notice to the billed Party's end users unless required by the Commission or the FCC.

2.4.5 Disputes: The billed Party shall, in writing, advise the billing Party of any disputes with respect to billing within forty-five (45) calendar days of the receipt of the

invoice and include the specific amount (the "Disputed Amount"), details and reasons for disputing each item. If the billed Party provides written notice of such dispute within thirty (30) days of receipt of an invoice, it shall not be required to pay the Disputed Amount and the provisions of Sections 2.4.2 shall not apply to the Disputed Amount during the pendency of this dispute. The Parties agree to expedite the investigation of any Disputed Amount in an effort to resolve and settle the dispute prior to initiating any other rights or remedies. Should the dispute be resolved in favor of the billing Party, the billed Party shall thereafter pay to the billing Party any unpaid Disputed Amount plus interest at the rate of 1.5 percent per month or the maximum amount allowed by law, whichever is less, upon final resolution of such dispute. Should the dispute be resolved in favor of the billed Party, the billing Party shall pay to the billed Party any paid Disputed Amount plus interest at the rate of 1.5 percent per month or the maximum amount allowed by law, whichever is less, upon final resolution of such dispute, and shall remove any unpaid Disputed Amount resolved in favor of the billed Party from the billed Party's invoices. If a Disputed Amount remains unpaid thirty (30) days after final resolution of such dispute, the billing Party may disconnect service to the billed Party upon providing ten (10) days' written notice.

## 2.5 Taxes

2.5.1 Any federal, state or local taxes including but not limited to sales, use, excise, franchise, gross receipts, transaction or similar taxes, fees or surcharges resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under Applicable Law, even if the obligation to collect and remit such taxes is placed upon the other Party. However, where the selling Party is permitted by law to collect such taxes, fees or surcharges, from the purchasing Party, such taxes, fees or surcharges shall be borne by the Party purchasing the services. Each Party is responsible for any tax on its corporate existence, status or income. Whenever required by law, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to qualify for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Until such time as a resale tax exemption certificate is provided, no exemptions will be applied. If either Party (the Contesting Party) contests the application of any tax collected by the other Party (the Collecting Party), the Collecting Party shall reasonably cooperate in good faith with the Contesting Party's challenge, provided that the Contesting Party pays any costs incurred by the Collecting Party. The Contesting Party is entitled to the benefit of any refund or recovery resulting from the contest, provided that the Contesting Party is liable for and has paid the tax contested.

## 2.6 Insurance

2.6.1 Each Party shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain all insurance required by law and Commercial General Liability insurance covering claims for bodily injury, death, personal injury or property damage and contractual liability with respect to the liability assumed by that Party



hereunder. The limits of insurance shall not be less than \$1,000,000 each occurrence and \$2,000,000 general aggregate limit. Each Party will provide a certificate of insurance evidencing coverage within 90 days of execution of this Agreement and every year thereafter that this Agreement is in effect.

## 2.7 Force Majeure

2.7.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, power blackouts, volcanic action, other major environmental disturbances, or unusually severe weather conditions (collectively, a Force Majeure Event). Inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers shall be considered Force Majeure Events to the extent any delay or failure in performance caused by these circumstances is beyond the Party's control and without the Party's fault or negligence. If affected by a Force Majeure Event, a Party shall give prompt notice to the other Party, and shall be excused from performance of its obligations hereunder on a Day to Day basis to the extent those obligations are prevented by the Force Majeure Event, and shall use reasonable efforts to remove or mitigate the Force Majeure Event. In the event of a labor dispute or strike the affected Party agrees to provide service to the other Party at a level equivalent to the level the affected Party provides itself.

## 2.8 Limitation of Liability

2.8.1 Each Party's liability to the other Party for any loss relating to or arising out of any act or omission in its performance under this Agreement, whether in contract, warranty, strict liability, or tort, including (without limitation) negligence of any kind, shall be limited to the total amount that is or would have been charged to the other Party by such breaching Party for the service(s) or function(s) not performed or improperly performed. Each Party's liability to the other Party for any other losses shall be limited to the total amounts charged to the other Party under this Agreement during the contract year in which the cause accrues or arises.

2.8.2 Neither Party shall be liable to the other for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties know the possibility that such damages could result.

2.8.3 Nothing contained in this Section shall limit either Party's liability to the other for (i) willful or intentional misconduct or (ii) damage to tangible real or personal property

proximately caused solely by such Party's negligent act or omission or that of a Party's respective agents, subcontractors, or employees.

2.8.4 Nothing contained in this Section shall limit either Party's indemnification obligations pursuant to Section 2.9 of this Agreement, nor shall this Section limit a Party's liability for failing to make any payment due under this Agreement.

## 2.9 Indemnity

2.9.1 Each Party (the Indemnifying Party) agrees to release, indemnify, defend and hold harmless the other Party (the Indemnified Party) and each of its officers, directors, employees and agents (each an Indemnitee) from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, reasonable costs and expenses (including attorneys' fees), whether suffered, made, instituted, or asserted by any person or entity, for invasion of privacy, bodily injury or death of any person or persons, or for loss, damage to, or destruction of tangible property, whether or not owned by others, resulting from the Indemnifying Party's breach of or failure to perform under this Agreement, regardless of the form of action, whether in contract, warranty, strict liability, or tort including (without limitation) negligence of any kind.

2.9.2 The Indemnified Party shall promptly notify the Indemnifying Party of any action taken against the Indemnified Party relating to the indemnification. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.

2.9.3 If the Indemnifying Party wishes to defend against such action, it shall give written notice to the Indemnified Party of acceptance of the defense of such action. In such event, the Indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the Indemnified Party may engage separate legal counsel only at its sole cost and expense. In the event that the Indemnifying Party does not accept the defense of the action, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate with the other Party in the defense of any such action and the relevant records of each Party shall be available to the other Party with respect to any such defense.

2.9.4 In no event shall the Indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the Indemnified Party.

## 2.10 Warranties

EACH PARTY HEREBY STATES AND THE OTHER PARTY HEREBY ACKNOWLEDGES THERE DOES NOT EXIST ANY WARRANTY, EXPRESS OR

IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THAT ALL PRODUCTS AND SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS," WITH ALL FAULTS.

#### 2.11 Assignment

Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party, except that either Party may assign or transfer this agreement in connection with the acquisition of all or substantially all of the Party by another entity ("Acquisition Assignment") with sixty (60) days written notice to the other Party. Any attempted assignment or transfer that is not permitted is void ab initio. The assignor shall provide written notice of an Acquisition Assignment within sixty (60) days of the close of the transaction. The failure to provide notice shall be grounds for termination of this Agreement.

#### 2.12 Disclaimer of Agency

Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute designation of either Party as a legal representative or agent of the other Party, nor shall either Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted in writing by other Party. Except as otherwise expressly provided in this Agreement, neither Party undertakes to perform any obligation of the other Party, whether regulatory or contractual.

#### 2.13 Severability

In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable or invalid in any respect under law or regulation, the Parties will negotiate in good faith for replacement language as set forth herein. If any part of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will affect only the portion of this Agreement which is invalid or unenforceable. In all other respects, this Agreement will stand as if such invalid or unenforceable provision had not been a part hereof, and the remainder of this Agreement shall remain in full force and effect.

#### 2.14 Nondisclosure

2.14.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with business or marketing plans and user customer specific, facility specific, or usage specific information, other than end user

customer information communicated for the purpose of providing Directory Assistance or publication of directory database, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated and declared to the other Party at the time of delivery, or by written within ten (10) calendar Days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Confidential Information"), shall remain the property of disclosing Party.

2.14.2 Upon termination of this agreement or any time during this Agreement upon request by the disclosing Party, the other Party shall return all tangible copies of Confidential Information, whether written graphic or otherwise.

2.14.3 The receiving Party shall keep the disclosing Party's Confidential Information confidential. In no case shall retail marketing, sales personnel, or strategic planning have access to such Confidential Information. Each Party shall use the other Party's Confidential Information only in connection with this Agreement.

2.14.4 Each Party agrees that the other Party could be irreparably injured by a breach of the confidentiality obligations of this Agreement and that a disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance in the event of any breach of the confidentiality provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of the confidentiality provisions of this Agreement, but shall be in addition to all other remedies available at law or in equity.

## 2.15 Survival

Any liabilities or obligations by a Party for acts or omissions prior to the termination of this Agreement, and any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations of liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination hereof.

## 2.16 Controlling Law

This Agreement is made in accordance with applicable federal law and the state law of North Dakota. It shall be interpreted solely in accordance with applicable federal law and the state law of North Dakota.

## 2.17 Notices

Any notices required by or concerning this Agreement shall be in writing sent by certified mail, return receipt requested to MVC, MITS, and Midcontinent at the addresses shown below:

Missouri Valley Communications, Inc.  
CEO  
P.O. Box 600  
Hwy 13 South  
Scobey, MT 59263  
Phone: 406-783-2200  
Fax: 406-783-5283

With copy to:

David Hogue  
Pringle & Herigstad  
2525 Elk Drive  
P.O. Box 1000  
Minot, North Dakota 58702  
Phone: 701-852-0381  
Fax: 701-857-1361

And to Midcontinent at the address shown below:

Midcontinent Communications  
Attention: Legal Department  
3901 N. Louise Avenue  
Sioux Falls, SD 57107  
Phone (605) 357-5459  
Fax (605) 339-4419

With copy to:

J.G. Harrington  
Cooley LLP  
1299 Pennsylvania Avenue, NW  
Suite 700  
Washington, DC 20004  
Phone (202) 776-2818  
Fax (202) 842-7899

Each Party shall inform the other of any change in the above contact person and/or address using the method of notice called for in this Section.

## 2.18 Responsibility of Each Party

Each Party is an independent contractor with respect to the other Party, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the

performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations, and (ii) waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or personal, and (ii) the acts of its own Affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

#### 2.19 No Third Party Beneficiaries

The provisions of this Agreement are for the benefit of the Parties and not for any other person. This Agreement will not provide any person not a Party to this Agreement with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing by reference in this Agreement.

#### 2.20 Publicity

Neither Party shall publish or use any publicity materials with respect to the execution and delivery or existence of this Agreement without the prior written approval of the other Party. Neither Party may use the other Party's logo or any other symbol or language for which the other Party has trademark or copyright protection.

#### 2.21 Executed in Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

#### 2.22 Compliance

Each Party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement. Without limiting the foregoing, each Party agrees to keep and maintain in full force and in effect all permits, licenses, certificates, and other authorizations needed to perform obligations hereunder.

#### 2.23 Compliance with the Communications Assistance Law Enforcement Act of 1994

Each Party represents and warrants that any equipment, facilities or services provided under this Agreement comply with the CALEA. Each Party shall indemnify and hold the

other Party harmless from any and all penalties imposed upon the other Party for such noncompliance.

#### 2.24 Cooperation

The Parties agree that this Agreement involves the provision of MVC services in ways such services were not previously available and the introduction of new processes and procedures to provide and bill such services. Accordingly, the Parties agree to work jointly and cooperatively in testing and implementing processes for pre-ordering, ordering, maintenance, and provisioning.

#### 2.25 Amendments

Either Party may request an amendment to this Agreement at any time by providing to the other Party in writing the desired amendment and proposed language changes. This Agreement can only be amended in writing, executed by duly authorized representatives of the Parties.

#### 2.26 Entire Agreement

This Agreement, including all attachments and exhibits hereto, constitutes the entire agreement between MVC and Midcontinent and supersedes all prior oral or written agreements (except the Surviving Matters of the Parties' previous agreements), representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

#### 2.27 Dispute Resolution

2.27.1 If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents should arise, and the Parties do not resolve it in the ordinary course of their dealings (the "Dispute"), then it shall be resolved in accordance with this Section. Each notice of default, unless cured within the applicable cure period, shall be resolved in accordance herewith. Dispute resolution under the procedures provided in this Section 2.27 shall be the preferred, but not the exclusive remedy for all disputes between MVC and Midcontinent arising out of this Agreement or its breach. Each Party reserves its rights to resort to the Commission or to a court, agency, or regulatory authority of competent jurisdiction. Nothing in this Section 2.27 shall limit the right of either Party, upon meeting the requisite showing, to obtain provisional remedies (including injunctive relief) from a court before, during or after the pendency of any arbitration proceeding brought pursuant to this Section 2.27. However, once a decision is reached by the Arbitrator, such decision shall supersede any provisional remedy.

2.27.2 At the written request of either Party (the Resolution Request), and prior to any other formal dispute resolution proceedings, each Party shall within seven (7) calendar Days after such Resolution Request designate a vice-presidential level employee or a representative with authority to make commitments to review, meet, and negotiate, in

good faith, to resolve the Dispute. The Parties intend that these negotiations be conducted on an informal basis. By mutual agreement, the representatives may use other procedures, such as mediation, to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, and shall be exempt from discovery and production, and shall not be admissible in any subsequent arbitration or other proceedings without the concurrence of both of the Parties.

2.27.3 If the vice-presidential level representatives or the designated representative with authority to make commitments have not reached a resolution of the Dispute within fifteen (15) calendar Days after the Resolution Request (or such longer period as agreed to in writing by the Parties), or if either Party fails to designate such vice-presidential level representative or their representative with authority to make commitments within seven (7) calendar Days after the date of the Resolution Request, then either Party may request that the Dispute be settled by arbitration. Notwithstanding the foregoing, a Party may request that the Dispute be settled by arbitration two (2) calendar Days after the Resolution Request pursuant to the terms of Section 2.27.3.1. In any case, the arbitration proceeding shall be conducted by a single arbitrator, knowledgeable about the telecommunications industry unless the Dispute involves amounts exceeding five million (\$5,000,000) in which case the proceeding shall be conducted by a panel of three (3) arbitrators, knowledgeable about the Telecommunications industry. The arbitration proceedings shall be conducted under the then-current rules for commercial disputes of the American Arbitration Association (AAA) or J.A.M.S./Endispute, at the election of the Party that initiates dispute resolution under this Section 2.27. Such rules and procedures shall apply notwithstanding any part of such rules that may limit their availability for resolution of a Dispute.

The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the Dispute. The arbitrator shall not have authority to award punitive damages. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in a mutually agreeable location. It is acknowledged that the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all Dispute(s).

2.27.3.1 All expedited procedures prescribed by the AAA or J.A.M.S./Endispute rules, as the case may be, shall apply to Disputes affecting the ability of a Party to provide uninterrupted, high quality services to its end user customers, or as otherwise called for in this Agreement. A Party may seek expedited resolution of a Dispute if the vice-presidential level representative, or other representative with authority to make commitments, have not reached a resolution of the Dispute within two (2) calendar Days after the Resolution Request. In the event the Parties do not agree that a service affecting Dispute exists, the Dispute resolution shall commence under the expedited process set



forth in this Section 2.27.3.1, however, the first matter to be addressed by the Arbitrator shall be the applicability of such process to such Dispute.

2.27.3.2 There shall be no discovery except for the exchange of documents deemed necessary by the Arbitrator to an understanding and determination of the dispute. MVC and Midcontinent shall attempt, in good faith, to agree on a plan for such document discovery. Should they fail to agree, either MVC or Midcontinent may request a joint meeting or conference call with the Arbitrator. The Arbitrator shall resolve any disputes between MVC and Midcontinent, and such resolution with respect to the need, scope, manner, and timing of discovery shall be final and binding.

2.27.4 The Arbitrator's decision and award shall be in writing and shall state concisely the reasons for the award, including the Arbitrator's findings of fact and conclusions of law.

2.27.5 An interlocutory decision and award of the Arbitrator granting or denying an application for preliminary injunctive relief may be challenged in a forum of competent jurisdiction immediately, but no later than ten (10) business days after the appellant's receipt of the decision challenged. During the pendency of any such challenge, any injunction ordered by the Arbitrator shall remain in effect, but the enjoined Party may make an application to the Arbitrator for appropriate security for the payment of such costs and damages as may be incurred or suffered by it if it is found to have been wrongfully enjoined, if such security has not previously been ordered. If the authority of competent jurisdiction determines that it will review, a decision granting or denying an application for preliminary injunctive relief, such review shall be conducted on an expedited basis.

2.27.6 To the extent that any information or materials disclosed in the course of an arbitration proceeding contain proprietary, trade secret or Confidential Information of either Party, it shall be safeguarded in accordance with Section 2.14 of this Agreement, or if the Parties mutually agree, such other appropriate agreement for the protection of proprietary, trade secret or Confidential Information that the Parties negotiate. However, nothing in such negotiated agreement shall be construed to prevent either Party from disclosing the other Party's information to the Arbitrator in connection with or in anticipation of an arbitration proceeding, provided, however, that the Party seeking to disclose the information shall first provide prior written notice to the disclosing Party so that that Party, with the cooperation of the other Party, may seek a protective order from the arbitrator. Except as the Parties otherwise agree, or as the Arbitrator for good cause orders, the arbitration proceedings, including hearings, briefs, orders, pleadings and discovery shall not be deemed confidential and may be disclosed at the discretion of either Party, unless it is subject to being safeguarded as proprietary, trade secret or Confidential Information, in which event the procedures for disclosure of such information shall apply.

2.27.7 Should it become necessary to resort to court proceedings to enforce a Party's compliance with the dispute resolution process set forth herein, and the court directs or otherwise requires compliance herewith, then all of the costs and expenses, including its reasonable attorney fees, incurred by the Party requesting such enforcement shall be reimbursed by the non-complying Party to the requesting Party.

2.27.8 No Dispute, regardless of the form of action, arising out of this Agreement, may be brought by either Party more than two (2) years after the cause of action accrues.

2.27.9 Nothing in this Section is intended to divest or limit the jurisdiction and authority of the Commission or the FCC as provided by state and federal law.

2.27.10 In the event of a conflict between this Agreement and the rules prescribed by the AAA or J.A.M.S./Endispute, this Agreement shall be controlling.

2.27.11 This Section does not apply to any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents concerning the misappropriation of use of intellectual property rights of a Party, including, but not limited to, the use of the trademark, trade name, trade dress or service mark of a Party.

### Section 3.0 - SERVICES PROVIDED UNDER THIS AGREEMENT

#### 3.1 Interconnection

Interconnection shall be governed by Attachment 1 to this Agreement.

#### 3.2 Pre-Ordering and Ordering

Pre-ordering and ordering shall be governed by the terms of Attachment 2 to this Agreement.

#### 3.3 Local Number Portability

Local number portability shall be governed by the terms of Attachment 3 to this Agreement.

#### 3.4 Ancillary Services

Ancillary services shall be governed by the terms of Attachment 4 to this Agreement.

#### 3.5 Resale

Resale shall be governed by the terms of Attachment 5 to this Agreement.

#### 3.6 Pricing

Pricing shall be governed by the terms of Attachment 6 to this Agreement.

#### Section 4.0 - DEFINITIONS

Definitions of the terms used in this Agreement are listed below. The Parties agree that certain terms maybe defined elsewhere in this Agreement, as well as terms not defined shall be construed in accordance with their customary meaning in the telecommunications industry as of the Effective Date of this Agreement.

**“Agreement”** refers to the interconnection agreement signed by both Parties.

**“Commission”** means the North Dakota Public Service Commission.

**“Communications Act”** means the federal Communications Act of 1934, as amended, 47 U.S.C. § 151 *et seq.* and any successor statute

**“Confidential Information”** has the meaning set forth in Section 2.14 of this Agreement.

**“Parties”** means MVC or Midcontinent collectively.

**“Party”** means either MVC or Midcontinent as applicable.

**“Tariff”** as used throughout this Agreement refers to the MVC North Dakota tariff filed with the Commission.

**“Telecommunications Service(s)”** means the offering of telecommunications for a fee directly to the public, or to such class of users as to be effectively available directly to the public, regardless of the facilities used. As used in this definition, “telecommunications” means the transmission, between or among points specified by the user, of information of the user’s choosing, without change in the form or content of the information sent and received.

**“Work Locations”** means any real estate that MVC or Midcontinent owns, leases or licenses or in which it holds easements or other rights to use, or does use, in connection with this Agreement.

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Section 5.0 - SIGNATURE PAGE

By Signing below, and in consideration of the mutual promises set forth herein, and other good and valuable consideration, the Parties agree to abide by the terms and conditions set forth in this Resale Agreement.

Midcontinent Communications  
Investor, LLC, Managing Partner  
Midcontinent Communications

Nancy A. Vogel  
Signature

Nancy A Vogel  
Name Printed/Typed

Director of Regulatory Finance  
Title

12/30/15  
Date

Missouri Valley Communications, Inc.

Mike Kilgore  
Signature

Mike Kilgore  
Name Printed/Typed

CEO  
Title

12-28-2015  
Date



## **GLOSSARY**

### **Section 1.0 - GENERAL RULE**

Special meanings are given to common words in the telecommunications industry, and coined words and acronyms are common in the custom and usage in the industry. Words used in this agreement are to be understood according to the custom and usage of the telecommunications industry, as an exception to the general rule of contract interpretation that words are to be understood in their ordinary and popular sense. In addition to this rule of interpretation, the following terms used in this Agreement shall have the meanings as specified below:

### **Section 2.0 - DEFINITIONS**

#### **2.1 ACCESS SERVICE REQUEST (ASR).**

An industry standard form, which contains data elements and usage rules used by the Parties to add, establish, change or disconnect services or trunks for the purposes of interconnection.

#### **2.2 ACT.**

The Communications Act of 1934 (47 U.S.C. §151 et. seq.), as from time to time amended (including, without limitation by the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996), and as further interpreted in the duly authorized and effective rules and regulations of the FCC or the Commission.

#### **2.3 AFFILIATE.**

Shall have the meaning set forth in the Act.

#### **2.4 APPLICABLE LAW.**

All effective laws, government regulations and orders, applicable to each Party's performance of its obligations under this Agreement.

#### **2.5 AUTOMATIC NUMBER IDENTIFICATION (ANI).**

The signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling Party.

#### **2.6 CALLING PARTY NUMBER (CPN).**

A Signaling System 7 (SS7) parameter that identifies the calling party's telephone number.

2.7 CENTRAL OFFICE (CO).

A local switching system for connecting lines to lines, lines to trunks, or trunks to trunks for the purpose of originating/terminating calls over the public switched telephone network. A single Central Office may handle several Central Office codes ("NXX"). Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.8 CENTRAL OFFICE SWITCH.

A switch used to provide Telecommunications Services including but not limited to an End Office Switch or a Tandem Switch. A Central Office Switch may also be employed as combination End Office/Tandem Office Switch.

2.9 COMMON CHANNEL SIGNALING (CCS).

A method of transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data content of the call.

2.10 COMPETITIVE LOCAL EXCHANGE CARRIER (CLEC).

Any corporation or other person legally able to provide Local Exchange Service in competition with MVC.

2.11 CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI).

Shall have the meaning set forth in Section 222 of the Act, 47 U.S.C. § 222.

2.12 DIGITAL SIGNAL LEVEL 1 (DS1).

The 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

2.13 DIGITAL SIGNAL LEVEL 3 (DS3).

The 44.736 Mbps third-level signal in the time-division multiplex hierarchy.

2.14 DIRECT INTERCONNECTION FACILITIES.

Dedicated one-way or two-way transport facilities installed between Midcontinent's switch (or its equivalent) and MVC's switch.

2.15 END OFFICE SWITCH OR END OFFICE.

End Office Switch is a switch in which the End User Customer station loops are terminated for connection to trunks. The End User Customer receives terminating, switching, signaling, transmission, and related functions for a defined geographic area by means of an End Office Switch.

2.16 END USER CUSTOMER.

A retail business or residential end-user subscriber to Telephone Exchange Service provided by either of the Parties.

2.17 END USER CUSTOMER LOCATION.

The physical location of the premise where an End User Customer makes use of Telephone Exchange Service.

2.18 EXCHANGE AREA.

Means the geographic area that has been identified by MVC for its provision of Telephone Exchange Service.

2.19 FCC.

The Federal Communications Commission.

2.20 INCUMBENT LOCAL EXCHANGE CARRIER (ILEC).

Shall have the meaning stated in the Act. For purposes of this Agreement, MVC is an ILEC.

2.21 INTEREXCHANGE CARRIER (IXC).

A Telecommunications Carrier that provides, directly or indirectly, InterLATA or IntraLATA telephone toll services.

2.22 INTERLATA TRAFFIC.

Telecommunications traffic that originates in one LATA and terminates in another LATA.

2.23 INTERCEPT MESSAGE.

An Intercept Message is an announcement on the abandoned telephone number which provides the Customer's new number or other appropriate information.

2.24 INTRALATA TRAFFIC.

Telecommunications traffic that originates and terminates in the same LATA.

2.25 INTERNET PROTOCOL CONNECTION.

The IPC is the connection between the service provider and the customer where end user information is originated or terminated utilizing internet protocol.



2.26 ISDN USER PART (ISUP).

A part of the SS7 protocol that defines call setup messages and call takedown messages.

2.27 JURISDICTIONAL INDICATOR PARAMETER (JIP).

JIP is a six-digit number that provides a unique identifier representing the originating carrier. JIP is defined in the Alliance for Telecommunications Industry Solutions Reference Document ATIS-0300011.

2.28 LOCAL ACCESS AND TRANSPORT AREA (LATA).

Shall have the meaning set forth in the Act.

2.29 LOCAL NUMBER PORTABILITY (LNP).

LNP is the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.

2.30 LINE INFORMATION DATABASE (LIDB).

One or all, as the context may require, of the Line Information databases used by MVC and owned by other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by MVC and other entities. A LIDB also contains validation data for collect and third number-billed calls; i.e., Billed Number Screening.

2.31 LOCAL EXCHANGE CARRIER (LEC).

The term "local exchange carrier" means any company that is authorized by the state public utility commission to provide local exchange and exchange access services. Such term does not include a company engaged in the provision of a commercial mobile service.

2.32 LOCAL EXCHANGE ROUTING GUIDE (LERG).

The iconnectiv reference customarily used to identify NPA/NXX routing and homing information, as well as network element and equipment designation.

2.33 LOCAL TRAFFIC.

Any call dialed on a local basis that originates from an End User Customer in one exchange and terminates to an End User Customer in either the same exchange, or other mandatory local calling area associated with the originating End User Customer's exchange as defined and specified in MVC's tariff. The exchanges

and NPA-NXX of each Party in the MVC tariff are listed in Exhibit 1. As clarification of this definition and for reciprocal transport and termination compensation, Local Traffic does not include traffic that originates from or is directed to or through an ISP.

2.34 NEW SERVICE PROVIDER (NSP).

When an End-User Customer is changing its local exchange service from one provider to another, the NSP is the provider with whom the customer will reside at the completion of the change.

2.35 NORTH AMERICAN NUMBERING PLAN (NANP).

The system of telephone numbering employed in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean islands. The NANP format is a 10-digit number that consist of a 3-digit NPA Code (commonly referred to as area code), followed by a 3-digit NXX code and 4 digit line number.

2.36 NUMBERING PLAN AREA (NPA).

Also sometimes referred to as an area code, is the first three-digit indicator of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized Telecommunications Service that may be provided across multiple geographic NPA areas. 500, 700, 800, 888 and 900 are examples of Non-Geographic NPAs.

2.37 NXX, NXX CODE, CENTRAL OFFICE CODE OR CO CODE.

The three-digit switch entity indicator (i.e. the first three digits of a seven-digit telephone number). Each NXX Code contains 10,000 station numbers.

2.38 OLD SERVICE PROVIDER (OSP).

When an End-User Customer is changing its local exchange service from one provider to another, the OSP is the provider from whom the End-User Customer is disconnecting.

2.39 POINT OF INTERCONNECTION (POI).

The physical location(s) within MVC's network, at which the Parties' networks meet for the purpose of exchanging Local Traffic.

#### 2.40 RATE CENTER AREA.

A Rate Center Area is a geographic location, which has been designated by MVC as being associated with a particular NPA-NXX code, which has been assigned to MVC for its provision of Telephone Exchange Service. Rate Center Area is normally the same as the boundary of the MVC Exchange Area as defined by the Commission.

#### 2.41 RATE CENTER.

A Rate Center is the finite geographic point identified by a specific V&H coordinate which is used by MVC to measure, for billing purposes, distance sensitive transmission services associated with the specific rate center; provided that a Rate Center cannot exceed the boundaries of the MVC Exchange Area as defined by the Commission.

#### 2.42 SIGNALING SYSTEM 7 (SS7).

The common channel out-of-band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI). MVC and Midcontinent currently utilize this out-of-band signaling protocol.

#### 2.43 SWITCHED ACCESS SERVICE.

The offering of transmission and switching services for the purpose of the origination or termination of Toll Traffic. Switched Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 8XX access, and 900 access.

#### 2.44 TANDEM SWITCH.

A switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among end office switches and between and among end office switches and carriers' aggregation points, points of termination, or point of presence, and to provide Switched Exchange Access Services.

#### 2.45 TANDEM TRANSIT TRAFFIC OR TRANSIT TRAFFIC.

Telephone Exchange Service traffic that originates on Midcontinent's network, and is transported through an MVC Tandem to the Central Office of a Midcontinent, Interexchange Carrier, Commercial Mobile Radio Service ("CMRS") carrier, or other LEC, that subtends the relevant MVC Tandem to which Midcontinent delivers such traffic. Subtending Central Offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide ("LERG"). Switched Exchange Access Service traffic is not Tandem Transit Traffic.

2.46 TELCORDIA TECHNOLOGIES.

Formerly known as Bell Communications Research and now known as iconectiv. The organization conducts research and development projects for its owners, including development of new Telecommunications Services. Telcordia Technologies/iconectiv also provides generic requirements for the telecommunications industry for products, services and technologies.

2.47 TELECOMMUNICATIONS CARRIER.

The term “telecommunications carrier” means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services. A telecommunications carrier shall be treated as a common carrier under the Telecommunications Act only to the extent that it is engaged in providing telecommunications services.

2.48 TELECOMMUNICATIONS SERVICE.

The term “telecommunications service” means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

2.49 TELECOMMUNICATIONS TRAFFIC.

“Telecommunications Traffic” means (i) Telecommunications Service traffic exchanged between an ILEC and a Telecommunications Carrier other than a CMRS provider, except for Telecommunications Service traffic that is interstate or intrastate exchange access, information access, or exchange services for such access and (ii) VoIP Traffic.

2.50 TELEPHONE EXCHANGE SERVICE.

The term “telephone exchange service” means shall have the meaning set forth in 47 U.S.C. Section 3 (47) of the Act, provided that VoIP Traffic that originates and terminates within an Exchange Area shall be treated as Telephone Exchange Service Traffic..

2.51 VOIP or IP-ENABLED TRAFFIC.

VoIP means voice over Internet Protocol, which includes any IP-enabled, real-time, multidirectional voice call, including, but not limited to, service that mimics traditional telephony. IP-Enabled Voice Traffic includes:

- (i) Voice traffic originating on Internet Protocol Connection (IPC), and which terminates on the Public Switched Telephone Network (PSTN); and

- (ii) Voice traffic originated on the PSTN, and which terminates on IPC.

## **Interconnection Attachment**

## 1. General

- 1.1 This Interconnection Attachment sets forth specific terms and conditions for network interconnection arrangements between MVC and Midcontinent for the purpose of exchanging Local Traffic within the Williston, ND exchange that is originated by an End-User Customer of one Party and is terminated to an End-User Customer of the other Party, where each Party directly provides Telephone Exchange Service to its End-User Customers physically located in the Exchange Area. This Interconnection Attachment shall apply only to the transport and termination of Local Traffic and shall not apply to any other traffic or service.
- 1.2 This Attachment also describes the physical architecture for the interconnection of the Parties facilities and equipment for the transmission and routing of Telecommunications Traffic between the respective End-User Customers of the Parties pursuant to Section 251 (a) and (b) of the Act and the compensation for such facilities and traffic exchanged.
- 1.3 Rate Arbitrage
  - 1.3.1 Each Party agrees that it will not knowingly provision any of its services or the services of a third party in a manner that permits the circumvention of applicable switched access charges by the other Party ("Rate Arbitrage") and/or the utilization of the physical connecting arrangements described in this Agreement to permit the delivery to the other Party of traffic not covered under this Agreement through the POI on Local Interconnection Trunks. This Rate Arbitrage includes, but is not limited to, third-party carriers, traffic aggregators, and resellers.
  - 1.3.2 If any Rate Arbitrage and/or delivery of traffic not covered under this Agreement through the local interconnection trunks is identified, the Party causing such Rate Arbitrage also agrees to take all reasonable steps to terminate and/or reroute any service that is permitting any of that Party's End-User Customers or any entity to conduct Rate Arbitrage or that permits the End-User Customer or any entity to utilize the POI for the delivery or receipt of such excluded traffic through the local interconnection trunks. Notwithstanding the foregoing, if any Party is found to be in violation of this Section, until such time as the Rate Arbitrage or incorrect routing of traffic is resolved, that Party shall pay applicable access charges to the other Party for traffic subject to Rate Arbitrage or that is incorrectly routed.
  - 1.3.3 If either Party suspects Rate Arbitrage from the other Party, the Party suspecting arbitrage ("Initiating Party") shall have the right to audit the other Party's records to ensure that no Rate Arbitrage and/or the delivery of traffic not covered under this Agreement is taking place. Both Parties shall cooperate in providing records required to conduct such audits. Upon request by MVC, Midcontinent shall be required to obtain any applicable

records of any customer or other third party utilizing Midcontinent's interconnection with MVC. The Initiating Party shall have the right to conduct additional audit(s) if the preceding audit disclosed such Rate Arbitrage provided, however, that neither Party shall request an audit more frequently than is commercially reasonable once per calendar year.

- 1.3.4 The Parties shall work cooperatively to identify and minimize phantom traffic, calls for which identifying information is missing or masked in ways that frustrate intercarrier billing, or other unclassified traffic, and to ensure proper billing information for all traffic exchanged between the Parties consistent with industry standards.

## **2. Physical Connection**

- 2.1 The Parties shall exchange Local Traffic over Direct Interconnection Facilities between their networks. The Parties agree to physically connect their respective networks so as to exchange such Local Traffic, with the Point of Interconnection (POI) designated at MVC's switch (WLSTNDBCDS0). Interconnection shall be completed within sixty (60) days of the effective date of this Agreement.
- 2.2 Direct Interconnection Facilities between the Parties' networks shall be provisioned as two-way interconnection trunks. The dedicated interconnection facilities shall meet the Telcordia BOC Notes on LEC Network Practice No. SR – TSV – 002275. The Parties shall connect using Internet Protocol/Session Initiation Protocol (SIP) following the transition to a fiber meet point, as described in Section 2.4. Direct Interconnection Facilities provisioned using session initiation protocol shall conform to current standards for such facilities.
- 2.3 MVC and Midcontinent may utilize existing and new wireline Direct Interconnection Facilities for the mutual exchange of Local Traffic and toll traffic. Toll traffic will be provisioned on separate trunk groups within the same facility as Local Traffic. The charges for usage and underlying trunks shall be subject to the appropriate compensation based on jurisdiction, but in any event shall not exceed charges for comparable facilities offered under tariff and shall not include charges for services that are not necessary for interconnection.
- 2.4 Physical Interconnection
- 2.4.1 Establishment of Fiber Meet Point and SIP Connection
- 2.4.1.1 The Parties agree that they shall transition their current physical interconnection arrangements to a fiber meet point, as described in Section 2.4.2, no later than the effective date of this Agreement. The meet point shall be located at the MVC Central Office located at 421 Main Street, Williston, ND 58801. Midcontinent shall bear the cost of construction and facilities necessary to terminate two (2) Midcontinent fibers on the Fiber Distribution Panel ("FDP") in



MVC's CO. MVC will grant Midcontinent reasonable access to the FDP under MVC's supervision. Midcontinent is granted access to MVC's CO solely for maintenance and testing of its fiber. Midcontinent shall provide MVC reasonable advance notice of its planned activity. Midcontinent shall pay MVC the non-recurring charges described in Attachment 6 and two hundred fifty dollars (\$250) per month for cross-connecting two (2) fibers within MVC's CO. If the fiber facilities and SIP connection are not completed within one (1) month of the effective date of this Agreement, MVC shall cease all charges for interconnection facilities until such time as the fiber facilities and SIP connection are completed, at which time MVC shall begin charging the non-recurring and monthly cross-connection charges described in this Section 2.4.1.1. Sizing of the SIP connection shall be in accordance with Section 2.5.2.

2.4.1.2 SIP Set-Up Charge. If MVC does not have any SIP Interconnection Partner prior to the effective date of this Agreement, Midcontinent shall pay to MVC a non-recurring charge for costs associated with MVC's implementation of SIP interconnection (the "SIP Set-Up Charge") in the amount specified in Attachment 6 no later than thirty (30) days after the effective or the date that SIP interconnection is established, whichever is later. MVC shall refund ten percent (10%) of the SIP Set-Up Charge paid by Midcontinent for each SIP Interconnection Partner with which MVC establishes SIP interconnection during the term of this Agreement (including any period during which the Agreement is in effect on a month-to-month basis following the end of the initial term), up to eighty percent (80%) of the amount of the SIP Set-Up Charge. Each such refund shall be paid to Midcontinent no later than thirty (30) days after the date that MVC establishes SIP interconnection with such SIP Interconnection Partner. For purposes of this Section 2.4.1.3, a "SIP Interconnection Partner" shall be any entity other than Midcontinent with which MVC exchanges traffic via SIP interconnection, including without limitation wireless carriers, interexchange carriers, voice over IP providers, competitive local exchange carriers and incumbent local exchange carriers, whether affiliated or unaffiliated with MVC.

## 2.4.2 Trunk Types

### 2.4.2.1 Local Interconnection Trunks

2.4.2.1.1 The Parties will establish local trunk groups for the exchange of Local Traffic ("Local Interconnection Trunks") on the Direct Interconnection Facility. The Parties agree that all Local Traffic exchanged between them will be on trunks exclusively dedicated to such

traffic. Neither Party will terminate InterLATA toll traffic or originate untranslated traffic to service codes (e.g. 800, 888) over Local Interconnection Trunks.

2.4.2.1.2 If the Parties' originated Local Traffic is exchanged utilizing the same two-way Local Interconnection Trunk, both Parties will mutually coordinate the provisioning and quantity of trunks to be utilized in this arrangement

#### 2.4.2.2 Access Trunks

2.4.2.2.1 Access traffic shall not be routed on the Local Interconnection Trunks. Separate trunk groups for such Access Traffic must be established on the Direct Interconnection Facility. Standard access compensation arrangements from MVC's respective tariffs will apply to Access Traffic terminated over the Access Trunks.

#### 2.4.3 Fiber Meet Point

2.4.3.1 Fiber Meet Point is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at any point of interconnection. The location where one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends is at the POI.

2.4.3.2 If both Parties mutually agree to interconnect pursuant to a Fiber Meet Point, Midcontinent and MVC shall jointly engineer and operate a fiber optic transmission system. The Parties shall interconnect their transmission and routing of Local Traffic via a local channel facility at the DS1 or DS3 level. The Parties shall work jointly to determine the specific fiber optic transmission system. Midcontinent's fiber optic transmission equipment must be compatible with MVC's equipment. Each Party reserves the right to determine the equipment it employs for service.

2.4.3.3 Each Party at its own expense, shall procure, install and maintain the agreed-upon fiber optic transmission system in its network.

2.4.3.4 The Parties shall mutually agree upon a Fiber Meet Point on the MVC network within the borders of the MVC Williston Exchange Area. The Parties shall deliver their fiber optic facilities to the Fiber Meet Point. MVC shall make all necessary preparations to receive, and to allow and enable Midcontinent to deliver, fiber optic facilities with sufficient spare length to reach the fusion splice point for the Fiber Meet Point.

2.4.3.5 Midcontinent shall deliver and maintain its fiber strands wholly at its own expense. Upon request by Midcontinent, MVC shall allow Midcontinent access to the Fiber Meet Point entry point for maintenance purposes as promptly as possible.

2.4.3.6 The Parties shall jointly coordinate and undertake maintenance of the fiber optic transmission system. Each Party shall be responsible for maintaining the components of its own fiber optic transmission system.

2.4.3.7 Each Party will be responsible for providing its own transport facilities to the Fiber Meet Point.

## 2.5 Facility Sizing

### 2.5.1 In General

The Parties will mutually agree on the appropriate sizing of the interconnection and transport facilities. The capacity of facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. Midcontinent will order trunks in the agreed-upon quantities via an Access Service Request ("ASR").

### 2.5.2 For SIP Connection

2.5.2.1 Prior to the establishment of the SIP connection described in Section 2.4, and no less often than annually after the establishment of the connection, the Parties shall agree on the maximum number of SIP sessions ("SIP Capacity") required to ensure uninterrupted transmission of traffic between the Parties on their interconnection facilities based upon blocking at a level of 0.01 during the busy hour in a year. The determination of SIP Capacity shall be based on historical traffic between the Parties and the Parties' respective forecasts of future traffic. If the Parties are unable to agree on SIP Capacity, it shall be set at the mid-point between the proposed SIP Capacity levels of each Party, provided that in such case SIP Capacity shall not be set at a level lower than the level the previous level unless both Parties propose to reduce SIP Capacity and further provided that the initial SIP Capacity shall be set to 48 if the Parties cannot agree on a SIP Capacity prior to the establishment of the SIP connection.

2.5.2.2 Either Party may request a change in SIP Capacity at any time. If agreed to by the other Party, SIP Capacity shall be increased effective at the beginning of the calendar month following the second Party's agreement to the change.

2.5.2.3 Charges for SIP sessions (as set forth in Attachment 6) shall be calculated as follows:

At the end of each calendar month, the Parties shall determine the total number of hundred call seconds ("HCS") exchanged over the SIP facilities ("Total SIP HCS"), the number of HCS terminated to MVC by Midcontinent over the SIP facilities ("Midcontinent HCS") and the number of HCS terminated to Midcontinent by MVC over the SIP facilities ("MVC HCS").

The Parties shall then determine the proportion of Midcontinent HCS, calculated by dividing Midcontinent

HCS by Total SIP HCS (the "Midcontinent Proportion") and the proportion of MVC HCS, calculated by dividing MVC HCS by Total SIP HCS (the "MVC Proportion").

The Parties shall then determine the number of SIP sessions required for termination of each Party's traffic by multiplying the SIP Capacity by, respectively, the Midcontinent Proportion and the MVC Proportion, and rounding the results of those multiplications to the nearest whole number (respectively "Midcontinent SIP Sessions" and "MVC SIP Sessions").

The Parties shall net out MVC SIP Sessions and Midcontinent SIP Sessions, and the Party that has the higher number of SIP sessions shall pay the other Party the charge for SIP sessions set forth in the Pricing Attachment multiplied by the absolute value of the difference between the number of MVC SIP Sessions and the number of Midcontinent SIP Sessions.

By the 20th of each month, each Party shall provide to the other Party its calculation of the SIP Charges for the preceding month. If the calculations are in agreement, the Party that owes SIP Charges to the other Party shall pay the amount due in accordance with the billing provisions of the General Terms and Conditions of this Agreement, treating the 20th of the month as the billing date. If the calculations are not in agreement, the Parties shall work in good faith to rectify any differences within ten (10) business days (provided that, if both calculations show that one Party owes SIP Charges to the other Party, the Party that owes SIP Charges shall pay the amount due under the more favorable of the two calculations in accordance with the billing provisions of the General Terms and Conditions of this Agreement pending resolution of the disagreement, treating the last day of the month as the billing date). If only one Party provides a calculation of the SIP Charges for the preceding month by the deadline set forth above, the other Party shall be deemed to have agreed with the first Party's calculation.

Example:

Parties agree to set SIP Capacity at 45.

Total SIP HCS = 90,000

Midcontinent HCS = 49,500

MVC HCS = 40,500

Charge per SIP session = \$100

Midcontinent Proportion =  $49,500/90,000 = 0.55$   
MVC Proportion =  $40,500/90,000 = 0.45$   
Midcontinent SIP Sessions =  $0.55*45 = 24.75$ , rounded to 25  
MVC SIP Session =  $.45*45 = 20.25$ , rounded to 20

MVC charge to Midcontinent =  $\$100* | 20-25 | = \$500$

2.6 If Midcontinent's request requires MVC to build new facilities (e.g. installing new fiber or additional electrical trunks) to be used by Midcontinent, Midcontinent will bear the cost of construction. Payment terms for such costs will be negotiated between the Parties on an individual case basis. No Party will construct facilities that require the other Party to build unnecessary facilities.

2.7 Midcontinent shall be responsible for establishing 911 trunks with the designated 911 vendor. Midcontinent may purchase transport for such 911 trunks from MVC subject to applicable MVC tariff rates.

2.8 Interface Types:

The initial interface will be electrical and at the DS1 level. Any changes to the interface type will be mutually agreed upon by the Parties.

2.9 Programming:

It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the LERG. Each Party will program the numbers of the other Party in accordance with industry standard intervals, including without limitation the requirements of the Central Office Code Assignment Guidelines adopted by the Industry Numbering Committee of the Alliance for Telecommunications Industry Solutions, document number INC-95-0407-008, as revised.

2.10 Equipment Additions:

Where additional equipment is required, such equipment will be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for the Parties' internal customer demand.

### **3. Compensation**

3.1 Facilities Compensation

3.1.1 For Direct Interconnection Facilities, Midcontinent may utilize a Fiber Meet Point, lease facilities from MVC or lease facilities from a third party to reach the POI.

- 3.1.2 Each Party shall be responsible for the cost of Direct Interconnection Facilities on its side of the POI. Each Party is responsible for any transport, transiting, or switching charges assessed by any third party on its respective side of the POI. Neither Party shall have any obligation to bear any charges, expenses or other costs assessed in connection with transporting, transiting or switching traffic on the other Party's side of the POI.
- 3.1.3 If Midcontinent chooses to lease Direct Interconnection Facilities from the MVC to reach the POI, Midcontinent shall compensate MVC for such leased Direct Interconnection Facilities used for the transmission and routing of telephone exchange service and exchange access service between the Parties and to interconnect with MVC's network at the rates contained in the applicable MVC Tariff.
- 3.1.4 If Midcontinent utilizes a switch outside the Williston Exchange area for the exchange of local telecommunications traffic under this Agreement, Midcontinent agrees to provide the interconnection facility for and transport of both Parties' traffic outside the Williston Exchange area at no charge to MVC. MVC will not compensate Midcontinent for the shared interconnection facility or transport beyond the POI in the Williston Exchange area.
- 3.1.5 In the event MVC is required to modify its network to accommodate the interconnection request made by Midcontinent, Midcontinent agrees to pay MVC reasonable cost-based charges for modifications, provided that rates under an accepted tariff shall be deemed cost based and that MVC shall not be required to perform a cost study. In accordance with Section 3.1.2, if Midcontinent uses a third party network provider to reach the POI, Midcontinent will bear all third party carrier charges for facilities and traffic in both directions.

### 3.2 Traffic Termination Compensation

- 3.2.1 This Section 3.2 establishes reciprocal compensation arrangements for the transport and termination of telecommunications and is expressly limited to the transport and termination of Local Traffic originated by and terminated to End-User Customers of the Parties in this Agreement. Reciprocal compensation shall apply only to the transport and termination of Local Traffic and shall not apply to any other traffic or service. The Parties agree to bill and pay each other monthly for Local Traffic exchanged under this Agreement unless the Local Traffic exchanged is balanced and falls within an agreed-upon threshold ("Traffic Balance Threshold"). The Parties agree that for purposes of this Agreement, the Traffic Balance Threshold is reached when the combined Local Traffic exchanged falls between 60% and 40% in either direction. When the actual usage data for six (6) consecutive months indicates that the Local

Traffic exchanged falls outside the Traffic Balance Threshold, then either Party may provide the other Party a written request, along with verifiable information supporting such request, to reinstate per minute billing for reciprocal compensation per minute. Upon written consent by the Party receiving the request, which shall not be withheld unreasonably, per minute billing for reciprocal compensation will be reinstated on a going forward basis. If per minute for reciprocal compensation is reinstated, it shall be subject to termination if the Traffic Balance Threshold is achieved three (3) consecutive months and shall not thereafter be subject to reinstatement.

Reciprocal compensation for Local Traffic shall be at the rate of \$0.001/minute, except as required by Section 3.2.2 of this Interconnection Attachment.

3.2.2 Compensation under this Section 3.2 shall be adjusted to conform with the requirements of the rules of the FCC concerning intercarrier compensation. For avoidance of doubt, this Agreement is not intended to supersede any requirements concerning rates for intercarrier compensation that would be applicable in the absence of an interconnection agreement between the Parties.

3.3 Nothing in this Section shall be interpreted to (i) change compensation set forth in this Agreement for traffic or services other than Local Traffic, including but not limited to inter-office facilities, access traffic, and wireless traffic or (ii) allow either Party to aggregate traffic other than Local Traffic for the purpose of compensation under the billing arrangement described in this Section.

3.4 Neither Party shall represent Switched Access Traffic as Local Traffic for purposes of determining compensation for the call.

#### **4. Routing**

4.1 Both Parties acknowledge that traffic will be routed in accordance with Telcordia Traffic Routing Administration (TRA) instructions.

4.2 Both Parties shall adhere to the North American Numbering Plan (NANP) guidelines. The Parties agree that if a Party assigns telephone numbers from an NPA/NXX to an End-User Customer outside the Rate Center Area with which the NPA/NXX is associated, the location of the calling and called End-User Customers shall be used to determine the jurisdiction of the Telecommunications Traffic for purposes of determining the appropriate compensation mechanism. Further, for End-User Customers to be considered physically located in the Rate Center such End-User Customers must have valid E911 service with a corresponding record in the serving ALI Database.



- 4.3 Once Direct Interconnection Facilities are established, both Parties shall route all traffic to the other Party utilizing the Direct Interconnection Facilities except in the case of an emergency or temporary equipment failure. Should either Party determine that the other Party is routing its originated traffic indirectly via a third party tandem, the originating Party agrees to update its routing and translations tables to move such traffic to the Direct Interconnection Facilities within five (5) business days.
- 4.4 Neither Party shall route un-translated traffic to service codes (e.g. 800, 888, 900) over the Local Interconnection Trunks.
- 4.5 N11 Codes: Neither Party shall route N11 codes (e.g., 411, 611, 711, and 911) over dedicated facilities.

## **5. Signaling**

- 5.1 Accurate Calling Party Number ("CPN") associated with the End-User Customer originating the call must be provided. Accurate CPN is:
  - 5.1.1 CPN that is a dialable working telephone number, that when dialed, will reach the End-User Customer to whom it is assigned, at that End-User Customer's Location.
  - 5.1.2 CPN that has not been altered.
  - 5.1.3 CPN that is not a charged party number.
  - 5.1.4 CPN that follows the North American Numbering Plan Standards and can be identified in numbering databases and the LERG as an active number.
  - 5.1.5 CPN that is assigned to an active End-User Customer.
  - 5.1.6 CPN that is associated with the Rate Center of the specific End-User Customer Location.
- 5.2 Signaling:

The Parties will connect their networks using SS7 signaling as defined in applicable industry standards including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for common channel signaling-based features in the connection of their networks. CPN shall be available for at least 95% of the local calls. Signaling information shall be shared between the Parties at no charge to either Party.
- 5.3 Signaling Parameters:

MVC and Midcontinent are required to provide each other with the proper signaling information (e.g. originating accurate CPN, JIP, and destination called party number, etc.) to enable each Party to issue bills in an accurate and timely fashion. All Common Channel Signaling (CCS) signaling parameters will be provided including CPN, JIP, and Originating Line Information Parameter (OLIP) on calls to 8XX telephone numbers, Calling Party Category, Charge Number, etc. All privacy indicators will be honored. Both Parties will use the location routing number (LRN) associated with the originating number to populate the JIP field. In addition, each Party agrees that it is responsible for ensuring that all CCS signaling parameters are accurate and it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN or JIP. CPN shall, at a minimum, include information that accurately reflects the physical location of the End-User Customer that originated and/or dialed the call, in accordance with Section 4.2 and 5.1.6.

**5.4 Grade of Service:**

Each Party will provision its network to provide a designed blocking objective of a P.01.

**6. Network Management:**

**6.1 Protective Controls:**

Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic towards each Party's network, when required to protect the public switched network from congestion or failure, or focused overload. Midcontinent and MVC will immediately notify each other of any protective control action planned or executed.

**6.2 Mass Calling:**

Both Parties will cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes. The Parties agree that the promotion of mass calling services is not in the best interest of either Party. If one Party's network is burdened repeatedly more than the other Party's network, the Parties will meet and discuss the cause and impact of such calling and will agree on how to equitably share the costs and revenues associated with the calls and on methods for managing the call volume.

**6.3 Network Harm:**

Neither Party will use any service related to or provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other carriers or to either Party's Customers; causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing

equipment (individually and collectively, "Network Harm"). If a Network Harm will occur, or if a Party reasonably determines that a Network Harm is imminent, such Party will, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required, provided, however, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party will:

- 6.3.1 Promptly notify the other Party of such temporary discontinuance or refusal;
- 6.3.2 Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal; and
- 6.3.3 Inform the other Party of its right to bring a complaint to the Commission, FCC, or a court of competent jurisdiction.

## **7. Proper Classification of Traffic**

- 7.1 Nothing herein shall in any manner reduce or otherwise limit or discharge the Parties' obligations under the Agreement to properly classify traffic delivered under the Agreement in accordance with the terms of this Agreement and its Attachments, including but not limited to Section 1.3 of this Interconnection Attachment.
- 7.2 If the terminating Party determines in good faith in any month that any traffic originated by the other Party is classified by the other Party as traffic subject to the compensation rate for Local Traffic traffic by the terms of this Agreement, when in reality the traffic is subject to the terminating Party's or state or federal switched access tariff the Parties agree:
  - 7.2.1 The terminating Party will notify the originating Party as soon as traffic has been incorrectly classified has been identified. Within one hundred eighty days (180) days of the end of the billing period for the affected traffic, the terminating Party will provide sufficient call detail records or other information (including the reasons that the terminating Party believes the traffic is misidentified) to permit the originating Party to investigate and identify the traffic the terminating Party has determined is misidentified;
  - 7.2.2 The originating Party shall correct the classification for any traffic that was misidentified or unidentified and pay the appropriate tariffed switched access rates for the applicable traffic going forward, including for traffic terminated but not yet billed, and/or a true-up amounts for the previous 12 months for traffic already billed and paid; and

- 7.2.3 Where the appropriate classification of such traffic is indeterminable, such traffic will be rated in accordance with Section 8 or 9 of this Attachment, as appropriate.
- 7.2.4 In the event the originating Party disagrees with the terminating Party's determination that traffic has been misidentified, the originating Party will provide written notice of its dispute within sixty (60) days of notification under 7.1.1 and providing all documentation that is the basis for originating Party's challenge of the terminating Party's claim. If the Parties are not able to mutually agree as to the proper treatment of the traffic based upon the documentation produced, the dispute resolution procedures of this Agreement shall apply.

## **8. Unclassified Traffic**

- 8.1 The Parties acknowledge that certain traffic, due to the technical nature of its origination, may be properly transmitted without all Traffic Identifiers. In such instances, the Parties agree that such traffic shall be considered "Unclassified Traffic" if it can be affirmatively demonstrated that the missing Traffic Identifiers were not stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned by the Party transmitting the traffic or with that Party's knowledge or consent. Otherwise, the traffic shall be considered Misclassified Traffic as described below.
- 8.2 If the percentage of traffic transmitted over Direct Interconnection Facilities under this Agreement with accurate Traffic Identifiers including CPN and JIP in a given month is greater than or equal to 95%, any remaining calls (those transmitted without accurate Traffic Identifiers) transmitted over those Facilities will be billed at rates calculated consistent with, and in proportion to the identified traffic exchanged under this Agreement. If, however, the percentage of Local Termination Traffic transmitted with accurate Traffic Identifiers (including for this purpose any Misclassified Traffic) in a given month falls below 95%, the Originating Party agrees to pay the terminating Party's intrastate access rates for all Unclassified Traffic transmitted over Direct Interconnection Facilities for the applicable month.
- 8.3 Subject to Section 4.3, the following provisions shall apply traffic transmitted from one Party to the other Party via facilities of other carriers:
- 8.3.1 Traffic that is transmitted in a given month with accurate Traffic Identifiers including CPN and JIP shall be billed at rates consistent with the classification of that traffic.
- 8.3.2 If the total of the percentage of the Party's traffic to the other Party transmitted via the facilities of other carriers is less than 5% in a given month, all traffic transmitted via such facilities that is not subject to Section 8.3.1 will be billed at rates calculated consistent with, and in

proportion to the identified traffic exchanged under this Agreement during that month.

8.3.3 If the total of the percentage of the Party's traffic to the other Party transmitted via the facilities of other carriers is greater than or equal to 5% in a given month, all traffic transmitted via such facilities that is not subject to Section 8.3.1 shall be billed at the terminating Party's intrastate access rates.

8.3.3.1 This Section 8.3.3 shall not apply to traffic not subject to Section 8.3.1 if the transmitting Party uses the facilities of other carriers to transmit traffic because the direct interconnection facilities dedicated to the transmitting Party's traffic by the receiving Party experienced blocking greater than that permitted in Section 5.4 of this attachment due to lack of sufficient capacity and/or trunks to accept all of the transmitting Party's traffic, and in such cases Section 8.3.2 shall apply to all traffic transmitted via the facilities of other carriers.

8.3.3.2 Section 8.3.3.1 shall not apply if the transmitting Party is responsible for ordering affected facilities from the receiving Party and failed to order sufficient capacity to accommodate its traffic requirements.

8.3.4 For avoidance of doubt, traffic carried by an end user's preferred interexchange carrier shall not be considered traffic transmitted via the facilities of other carriers. Such traffic shall be subject to access charges to be paid by the interexchange carrier in accordance with applicable regulatory requirements.

## **9. Misclassified Traffic**

9.1 As used in this Agreement, "Misclassified Traffic" shall mean Termination Traffic that has Traffic Identifiers stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned.

9.2 In addition to the terminating Party's other rights and remedies with respect to Misclassified Traffic, the originating Party agrees to pay the terminating Party's intrastate access rates with respect to all Misclassified Traffic.

9.3 Notwithstanding anything herein to the contrary, the Parties agree that if more than two percent (2%) of the total Termination Traffic exchanged by the originating Party under this Agreement in any month is Misclassified Traffic, the originating Party shall be in Default of this Agreement, subject to Section 3 of the General Terms and Conditions.

## **Pre-Ordering, Ordering, Provisioning, Maintenance and Repair**

## **Pre-Ordering, Ordering, Provisioning, Maintenance and Repair**

### **1. Pre-Ordering**

- 1.1 The Parties will provide access to pre-order functions to support the requesting Party's transfer of customers. The Parties acknowledge that ordering requirements necessitate the use of current pre-order information to accurately build service orders. The following lists represent pre-order functions that are available.
- 1.2 Release of retail Customer Proprietary Network Information (CPNI) and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and PIC freeze indication. Parties agree that the Parties' representatives will not access the information specified in this subsection until after the End User Customer requests that his or her Local Service Provider be changed to that Party, and a Letter of Authorization (LOA) for release of CPNI complies with conditions as described in Section 3.3 of this Attachment.
- 1.3 The Parties will provide the information on the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and customer record information. MVC and Midcontinent will include the development and introduction of the new change management process. The Parties shall provide such information in accordance with industry standards as set by the Alliance for Telecommunications Industry Solutions via paper copies of End User Customer record information.
- 1.4 Each Party will obtain access to End User Customer record information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided or FCC, including without limitation Section 222 of the Act and the FCC's rules in 47 C.F.R. Part 64, subpart U and any successor provisions. Each Party reserves the right to audit the other Party's access to End User Customer record information for customers of the auditing Party. If an audit of access to End User Customer record information reveals that the audited Party is accessing End User Customer record information without having obtained the proper LOA, the auditing Party, upon reasonable notice to the audited Party, may take corrective action. All such information obtained through an audit shall be deemed Information covered by the Proprietary and Confidential Information Section 11 in the General Terms and Conditions of this Agreement.

## 2. Ordering

2.1 Each Party agrees to comply with industry standards as set by the Alliance for Telecommunications Industry Solutions, which are incorporated by reference in this Agreement, and as amended from time to time.

### 2.2 Ordering

Each Party shall place orders for services by submitting a local service request ("LSR") to the other Party. The Party that receives the order shall bill the ordering Party a service order charge as specified in this Attachment for each LSR submitted. An individual LSR will be identified for billing purposes by its Purchase Order Number ("PON").

2.2.1 The Party that receives the order will bill the service order charge, as applicable, for an LSR, regardless of whether that LSR is later supplemented, clarified or cancelled.

### 2.3 Provisioning

2.3.1 Each Party shall provision services during its regular working hours. To the extent a Party requests provisioning of service to be performed outside of regular working hours, or the work so requested requires the provisioning Party's technicians or project managers to work outside of regular working hours, overtime charges shall apply.

2.3.2 Cancellation Charges. If the ordering Party cancels an LSR, any costs incurred by the Party that receives the order in conjunction with the provisioning of that request will be recovered in accordance with the Pricing Attachment.

2.3.3 Expedited Service Date Charges. For Expedited Service Date Advancement requests by a Party, expedited charges will apply for intervals less than the standard interval. The charges as outlined in the Pricing Attachment will apply as applicable.

2.3.4 Order Change Charges. If the ordering Party modifies an order after being sent a Firm Order Confirmation (FOC) from the other Party, the Order Change Charge will be paid by the ordering Party in accordance with the Pricing Attachment.

2.3.5 Access to Inside Wire. Each Party is responsible for accessing customer premise wiring without disturbing the other Party's plant. In no case shall one Party remove or disconnect the loop facilities or ground wires from the other Party's NIDs, enclosures, Optical Network Terminals, RJ45 Connections, or protectors. If one Party removes, cuts or damages a loop in violation of this Agreement, that Party will hold the other Party harmless for any liability associated with the removal of the loop or ground wire from the NID. Furthermore, neither Party shall remove or disconnect NID modules, protectors, or terminals from the other Party's NID enclosures or Optical Network Terminals. For avoidance of doubt, nothing in this Agreement (a) prohibits either Party from disconnecting customer-side facilities from the other Party's NIDs to facilitate connection of the customer to that Party's network so long as such disconnection does not affect or damage



the other Party's loop facilities or ground wires; or (b) permits either Party to disconnect or cut facilities on the carrier side of the other Party's NID. Further, neither Party shall cut, remove, or damage existing customer-side facilities, including Cat-5 wiring, except with express customer authorization or as reasonably necessary to complete a customer-requested installation.

## 2.4 Maintenance and Repair

- 2.4.1 Requests for trouble repair are billed in accordance with the provisions of this Agreement. MVC and Midcontinent agree to adhere to standard industry procedures for maintenance and repair.
- 2.4.2 If one Party reports a trouble and no trouble actually exists on the other Party's portion, the other Party will charge the reporting Party for any dispatching and testing (both inside and outside the Central Office (CO)) required by the other Party to confirm the working status.

## 2.5 Rates

Unless otherwise specified herein, charges applicable to pre-ordering, ordering, provisioning and maintenance and repair, shall be as set forth in the Pricing Attachment.

# 3. Miscellaneous

## 3.1 Customer Transfer.

- 3.1.1 Service orders will be in a standard format designated by MVC.
- 3.1.2 When notification is received from Midcontinent that a current End User Customer of MVC will subscribe to Midcontinent's service, standard service order intervals for the appropriate class of service will apply.
- 3.1.3 Midcontinent will be the single point of contact with MVC for all subsequent ordering activity resulting in additions or changes to services except that MVC will accept a request directly from the End User for conversion of the End User Customer's service from Midcontinent to MVC.
- 3.1.4 If the Old Service Provider ("OSP") determines that an unauthorized change in local service to the New Service Provider ("NSP") has occurred, the OSP will reestablish service with the appropriate local service provider and will assess the NSP as the carrier initiating the unauthorized change, any charges allowed under the FCC and State rules. Appropriate nonrecurring charges, as set forth in the applicable MVC tariff will also be assessed to the NSP. These charges can be adjusted if the NSP provides satisfactory proof of authorization.
- 3.1.5 A Party's services in the transfer of its End User Customers to the other Party will be limited to disconnection of its service to the customer and compliance with its

obligations under the Number Portability Attachment. Subject to MVC's obligations to complete the transfer of customers within a twelve month period after the effective date of this Agreement and to transfer roughly an equal number of customers each week during the transition period, in cases of work schedule conflicts, a Party may attend to its continuing customers in preference to disconnection of a customer to be transferred.

### 3.2 Misdirected Calls.

- 3.2.1 The Parties will employ the following procedures for handling any misdirected calls (e.g., Business office, repair bureau, etc.):
- 3.2.2 To the extent the correct provider can be determined; each Party will refer misdirected calls to the proper provider of local exchange service. When referring such calls, both Parties agree to do so in a courteous manner at no charge.
- 3.2.3 For misdirected repair calls, the Parties will provide their respective repair bureau contact number to each other on a reciprocal basis and provide the End User Customer the correct contact number.
- 3.2.4 In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit End User Customers or to market services.

### 3.3 Letter of Authorization.

- 3.3.1 Neither Party will release the Customer Service Record (CSR) containing CPNI to the other Party on the other Party's End User Customer accounts unless the requesting Party first provides to the other Party a written Letter of Authorization (LOA). Each Party shall accept a blanket LOA or any other form agreed upon between MVC and Midcontinent authorizing the release of such information to the requesting Party.
- 3.3.2 An LOA will be required before either Party will process an order for services provided in cases in which the End User Customer currently receives Exchange Service from a local service provider other than requesting Party. Each Party shall accept a blanket LOA or any other form agreed upon between MVC and Midcontinent.
- 3.3.3 Midcontinent and MVC shall each execute a blanket letter of authorization with respect to End User Customer requests so that prior proof of End User Customer authorization will not be necessary with every request (except in the case of a local service freeze). The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for requests, provided, however, that such processes shall comply with applicable state and federal law and industry and regulatory guidelines.

#### 3.4 Pending Orders.

Orders placed in the hold or pending status by the requesting Party will be held for a maximum of thirty (30) calendar days from the date the order is placed on hold. After such time, the requesting Party shall be required to submit a new service request. Incorrect or invalid requests returned to the requesting Party for correction or clarification will be held for thirty (30) calendar days. If the requesting Party does not return a corrected request within thirty (30) calendar days, the receiving Party will cancel the request.

3.5 Neither MVC nor Midcontinent shall prevent or delay an End User Customer from migrating to another carrier because of unpaid bills, denied service, or contract terms.

3.6 The Parties shall return a Firm Order Confirmation (FOC) and Local Service Request (LSR) rejection/clarification in accordance with industry-standard intervals and applicable rules of the FCC.

#### 3.7 Contact Numbers.

The Parties agree to provide one another with contact numbers for the purpose of ordering, provisioning and maintenance of services. Contact numbers for maintenance/repair of services shall be answered in accordance with each Party's standard procedures. Each Party will make a reasonable effort to notify the other Party when a trouble ticket has been closed. After making a reasonable effort to contact the Party reporting trouble to request additional information or to request authorization for additional work deemed necessary, if the other Party is unsuccessful in obtaining information or authorization, the other Party will place trouble tickets in delayed maintenance status.

## **Local Number Portability (LNP) Attachment**

## Local Number Portability

### 1. General

- 1.1 The Parties will offer service provider local number portability (LNP) in accordance with FCC rules and regulations. Service provider portability is the ability of users of Telecommunications Services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another. Under this arrangement, the new Telecommunications Carrier must directly provide Telephone Exchange Service to the End User Customer porting the telephone number. For a port request to be valid, the End User Customer must retain his or her original number; be located either at the same location or at a location within the same Rate Center Area before and after the port; and be served directly by the Telecommunications Carrier requesting the port with a Telecommunications Service.
- 1.2 The Parties agree that the industry has established Local Routing Number (LRN) technology as the method by which LNP will be provided in accordance with such rules, regulations and guidelines. As such, the Parties agree to provide to each other number portability via LRN.
- 1.3 This Agreement does not govern geographic portability where the End User Customer moves outside the rate center. Geographic portability is not allowed under this Agreement.
- 1.4 The Parties agree to comply with finalized FCC rules and orders, North American Numbering Council (NANC) procedures and guidelines concerning numbering and other industry guidelines related to network architecture, including but not limited to, North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, and the Central Office Code Assignment Guidelines; the rules and procedures adopted in Local Number Portability Porting Interval and Validation Requirements, Report and Order and Further Notice of Proposed Rulemaking, FCC 09-41, released May 13, 2009; and the rules and procedures adopted in Local Number Portability Porting Interval and Validation Requirements, Report and Order, FCC 10-85, released May 20, 2010.
- 1.5 Service Management System (SMS) Administration.

The Parties will work cooperatively with other local service providers to establish and maintain contracts with the Number Portability Administration Center (NPAC) Service Management System (SMS).

1.6 Signaling.

In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC rules and orders.

1.7 N-1 Query.

Neither Party offers default query service so non-queried calls will be returned to the N-1 carrier.

1.8 Porting of Reserved Numbers.

End User Customers of each Party may port reserved numbers, as defined in 47 C.F.R. Section 52.15(f)(1)(vi), that the End User Customer has paid to reserve, only if there is at least one working telephone number in the group. Portable reserved numbers are identified on the Customer Service Record (CSR).

1.9 Splitting of Number Groups.

The Parties shall permit blocks of subscriber numbers (including, but not limited to, Direct Inward Dial (DID) numbers and MultiServ groups) to be split in connection with an LNP request. MVC and Midcontinent shall permit End User Customers who port a portion of the DID numbers assigned to such customers to retain DID service on the remaining numbers. If a Party requests porting of a range of DID numbers smaller than a whole block, that Party shall pay the applicable labor charges as listed in the Pricing Attachment to this Agreement for reconfiguring the existing DID numbers. In the event no rate is set forth in this Attachment, then the Parties shall negotiate a rate for such services.

1.10 The Parties will set LRN unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.

1.11 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the New Service Provider to be in control of when a number ports.

**2. Coordinated Cutovers.**

2.1 For LNP Coordinated Hot Cuts ("CHC"), the New Service Provider (NSP) may request a desired due date and time. These will be considered coordinated orders. NSP must indicate a request for CHC on the LNP request form to request a coordinated order. The Old Service Provider (OSP) will not apply a 10-digit trigger upon porting telephone numbers to NSP network. Labor charges for CHCs are listed in Pricing Attachment to this Agreement. OSP offers two types of coordination:

2.1.1 Any Time:

Order to be worked any time during the day on the due date but OSP must notify NSP when completed.

2.1.2 Specific Time:

Order is to be worked at a specific time on the due date.

- 2.2 If coordination is requested, NSP will be required to call the OSP forty-eight (48) hours prior to the requested coordination date and time. This call is to confirm or reschedule the date and time. OSP reserves the right to change the date and time if other demands require such a change, subject to Section 3.1.2 below. Every reasonable attempt will be made to commit to the requested date and time. Prior to the forty-eight (48) hour Coordination Call, OSP will confirm with the various work groups involved with the coordination, as to their ability to complete the work on the desired date and time. If no call is received from the NSP, it will be assumed that the NSP is not ready and the order will not be completed on the requested due date and time. If NSP does not contact OSP within forty-eight (48) hours from the original due date to reschedule, the order will be canceled.

**3. Late Notification Changes - Due Date, Coordination.**

- 3.1 OSP will proceed with the conversion based on the agreement at the forty-eight (48) hour call. Policy for late notification of changes in due date and/or coordination time is as follows:
- 3.1.1 If OSP personnel have to wait more than fifteen (15) minutes for NSP to join the scheduled call for the CHC, then NSP shall be responsible to reimburse OSP for all personnel costs incurred. The charge will be calculated, in half-hour increments, times the loaded hourly compensation rate for each person involved in the call.
- 3.1.2 If NSP contacts OSP to reschedule the CHC call less than forty-eight (48) hours prior to the scheduled CHC call time, NSP will be responsible to reimburse OSP for all costs incurred to date on the CHC order.
- 3.1.3 Once the scheduled call is underway, and personnel from both NSP and OSP are present on the call, should NSP incur a problem that would delay the conversion, OSP will provide NSP reasonable time (20 minutes or less) to cure the problem. However, any delay longer than 20 minutes will result in OSP charging NSP for personnel costs incurred. The charge will be calculated based on the delay time, in half-hour increments, times the loaded hourly compensation rate for each person involved in the call.

**4. Obligations of Both Parties.**

- 4.1 Each Party is responsible for advising the NPAC of telephone numbers that it ports in and the associated data as identified in industry forums as being required for number portability.
- 4.2 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User Customer; the ported telephone number will be released back to the carrier that is the code holder or block holder.
- 4.3 Each Party has the right to block default routed calls entering a network in order to protect the public switched telephone network from overload, congestion, or failure propagation.
- 4.4 Both Parties are currently certified by the Regional NPAC.
- 4.5 Each Party will designate a Single Point of Contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed upon time frame and must meet the criteria set forth by the Inter-Industry LNP Regional Team for porting.
- 4.6 Each Party shall abide by NANC and the Inter-Industry LNP Regional Team provisioning and implementation processes, including without limitation the SOA concurrence process
- 4.7 Each Party shall become responsible for the End User Customer's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when it ports the end-user's telephone number to its switch.
- 4.8 The LRN associated with the ported number associated with MVC's Exchange Area shall be derived from an NPA- NXX within the same Exchange Area.



## **Ancillary Services Attachment**

## **1. 911/E-911 Arrangements**

- 1.1 MVC utilizes the Williston Police Department for the provision of 911/E-911 services. Midcontinent is responsible for connecting to the Williston Police Department and populating the Williston Police Department's database. All relations between the Williston Police Department and Midcontinent are totally separate from this Agreement and MVC makes no representations on behalf of the Williston Police Department.
- 1.2 Neither Party will be liable for errors with respect to the other Party's provision of 911/E-911 services to the other Party's End-User Customers.

## **2. Directory Listings and Directory Distribution**

- 2.1 Midcontinent will be required to negotiate a separate agreement for directory listings and directory distribution, except as set forth in Sections 2.2 and 2.3 below, with MVC's vendor for directory publications.

### **2.2 Listings**

Midcontinent agrees to supply MVC on a regularly scheduled basis, and in a format prescribed by MVC, all listing information for Midcontinent's subscribers who wish to be listed in any MVC published directory or MVC's Directory Assistance Database for the relevant operating area. It is the responsibility of Midcontinent to submit such listing information in the prescribed manner to MVC prior to the directory listing publication cut-off date. Listing information will consist of names, addresses (including city, state and zip code) and telephone numbers. Nothing in this Agreement shall require MVC to publish a directory where it would not otherwise do so. Listing inclusion in a given directory will be in accordance with MVC's solely determined directory configuration, scope, and schedules and listings will be treated in the same manner as MVC's listings.

### **2.3 Distribution**

Upon directory publication, MVC will arrange for the initial distribution of the directory to service subscribers in the directory coverage area. Midcontinent will supply MVC, in a timely manner, with all required subscriber mailing information including non-listed and non-published subscriber mailing information, to enable MVC to perform its directory distribution to Midcontinent customers. Midcontinent, at the discretion of MVC, will pay MVC for the reasonable and direct cost for directory mailings to Midcontinent subscribers but will not charge for the cost of the actual directory when delivered with the annual distribution.

2.4 Purchase of Directories

Midcontinent at its discretion may purchase a stock of directories for the Midcontinent to distribute directly to the Midcontinent end users. MVC will charge a reasonable price for such directories.

## **Resale Attachment**

## **1. Description**

1.1 MVC shall offer to Midcontinent for resale at wholesale rates any Telecommunications Services tariffed with the Commission that it provides at retail to subscribers who are not telecommunications carriers, subject to the terms and conditions of this Agreement. Attachment 6 lists services which are available for resale under this Agreement and the applicable discounts, and is attached and incorporated herein by this reference.

1.2 Upon request by MVC, Midcontinent shall make its Telecommunications Services available to MVC for resale pursuant to the applicable provisions of the Telecommunications Act of 1996, the FCC's relevant orders and rules, and the Commission's relevant orders and rules.

## **2. General Provisions**

2.1 Residential services and Lifeline/Link-up services are available only to the same class of end user eligible to purchase these services from MVC. Universal emergency number service is not available for resale.

2.2 Non-Telecommunications Services, including but not limited to inside wiring and maintenance, CPE, Internet and directory listing are not available for resale under this Agreement unless MVC in its sole discretion decides to make the services available. If MVC at its sole discretion provides non-regulated services to Midcontinent for resale, said services shall be resold to Midcontinent according to terms and conditions established by MVC.

2.3 Telecommunications Services provided directly to Midcontinent for its own use and not resold to end users must be identified by Midcontinent as such, and Midcontinent will pay MVC retail prices for such services.

2.4 Resold services are available only where adequate facilities currently exist that are capable of providing such services without construction of additional facilities or enhancement of existing facilities, except to the extent that MVC would provide such additional construction or enhancement had the end user chosen not to move service to Midcontinent and that Midcontinent pays MVC's standard charges for such construction or enhancement.

2.5 Midcontinent has no right to the telephone number or any other call number designation associated with services furnished by MVC. MVC reserves the right to change telephone numbers if necessary as a result of regulatory requirements or safety concerns.

2.6 Discontinuance of end user service for cause.

2.6.1 The service is furnished subject to the condition it will not be used for an unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such service is being used or will be used in violation of law. If MVC receives other evidence giving reasonable cause to believe that such

service is being used or will be so used, it will either discontinue or deny the service or refer the matter to the appropriate law enforcement agency.

2.6.2 MVC reserves the right to suspend or discontinue service to an end user in the event of prohibited, unlawful or improper use of facilities or service, abuse of facilities, or any other violation or noncompliance of the rules and regulations of the MVC Local Exchange Tariff.

If MVC discontinues, suspends or denies service pursuant to this Section 2.6, MVC will provide notice to Midcontinent of such discontinuance or denial.

2.7 MVC accepts no responsibility for any unlawful act committed by Midcontinent or its end users as part of providing service to Midcontinent for purposes of resale or otherwise.

2.8 Subject to Section 2.2.3 of the General Terms and Conditions, MVC is authorized, but not required to cooperate with law enforcement agencies with respect to their investigation of any alleged unlawful activity of Midcontinent or its end users. Law enforcement agency subpoenas and court orders regarding the end users of Midcontinent will be directed to Midcontinent. MVC shall be entitled to bill Midcontinent for any cost associated with complying with any requests by law enforcement agencies regarding Midcontinent or Midcontinent's end users that MVC does not recover from law enforcement agencies. MVC will determine whom to bill for these costs. If MVC provides such assistance in response to a request from Midcontinent, it shall be entitled to bill Midcontinent for any cost associated with providing such assistance.

2.9 MVC will accept at no charge one primary listing for each main telephone number belonging to Midcontinent's end user customer based on end user information provided to MVC by Midcontinent. MVC will place Midcontinent's listings in the MVC directory and will make listings available to directory publishers and other third parties. MVC reserves the right to charge Midcontinent for subsequent changes to directory listing information at MVC's Tariffed rates.

2.10 Billing for interexchange carried traffic (e.g. sent-paid, information services and alternate operator services messages) received by MVC with respect to Midcontinent end-user accounts will be returned to the IXC as unbillable, and will not be passed on to Midcontinent for billing. An unbillable code returned with those messages to the carrier will indicate that the messages originated from a resold account and will not be billed by MVC.

2.11 MVC shall continue to have the right to serve and market directly to any end user within MVC's service area, including but not limited to Midcontinent's end users. MVC shall have the right to continue to directly market its own telecommunications products and services, and in doing so may establish independent relationships with Midcontinent's end users.

2.12 The circuits, facilities or equipment provided by any person or entity other than MVC and use, operation, maintenance or installation thereof shall not:

2.12.1 interfere with or impair MVC's business operations including but not limited to providing service over MVC's facilities or those of MVC's affiliates, or connecting and concurring carriers;

- 2.12.2 cause damage to MVC's plant;
  - 2.12.3 impair the privacy of any communications of MVC or its customers; or
  - 2.12.4 create hazards to any MVC employees or the general public.
- 2.13 Facilities and/or equipment utilized by MVC to provide service to Midcontinent shall remain the property of MVC.
- 2.14 All costs incurred by MVC for providing services to Midcontinent that are not covered in the MVC tariffs or in this Agreement shall be recovered from Midcontinent. MVC shall attempt to provide advance written notice to Midcontinent if MVC expects costs to exceed \$500. MVC may not always be able to provide such notice in the event of unexpected expenses. For avoidance of doubt, MVC shall not impose any charges under this Section 2.14 that would not be imposed on a similarly situated retail customer and shall provide Midcontinent with notice as to charges for extending facilities to a customer premises (other than standard installation charges) that is at least equivalent to the notice it would provide to a retail customer before imposing charges for extending facilities to such a customer.
- 2.15 The rates applicable to Midcontinent for purchase of services from MVC for resale shall be the retail rate for the telecommunications services as provided in MVC's applicable Local Exchange Tariff less the wholesale discount listed in Attachment 6.
- 2.16 Directory assistance and operator handled service are available through a third party provider. These services are not directly provided by MVC and will not be discounted.
- 2.17 Prior to placing any orders for services under this Agreement, the Parties will jointly complete MVC'S "New Customer Questionnaire," provided that completion of the questionnaire shall not be required if it was completed under the Parties' prior resale agreement.
- 2.18 MVC shall provide to Midcontinent, for Midcontinent's end users, E911/911 call routing to the appropriate public safety answering point (PSAP). MVC shall not be responsible for any failure of Midcontinent to provide accurate end user information for listings in any databases in which MVC is required to retain and/or maintain such information. MVC shall provide Midcontinent's end user information to the Automatic Location Identification/Database Management System (ALI/DMS).

### **3. Reseller Responsibilities**

- 3.1 Midcontinent will be the customer of record for all services purchased hereunder from MVC. MVC will take service orders from, bill and collect payment from Midcontinent for all services purchased pursuant to this Agreement. Midcontinent alone, not Midcontinent's agents or third parties hired by Midcontinent will be MVC's single point of contact for all services purchased pursuant to this Agreement. MVC will accept a request from another local service provider for conversion of the end user's service from Midcontinent to the other local service provider in accordance with applicable requirements of the FCC and the Commission.

3.2 Midcontinent shall resell telecommunications services only to the same class of customers to which MVC sells the services; e.g. residential service may not be resold to business customers. Except where explicitly provided in the MVC Local Exchange Tariff or where MVC otherwise permits such use, Midcontinent shall not permit the sharing of a service by multiple end users or the aggregation of traffic from multiple end users onto a single line service.

3.3 Midcontinent shall not use resold local exchange telephone service to provide access services to interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunication service providers.

3.4 All necessary information with respect to an end-user, including telephone number, requested service dates, and products and services desired will be provided to MVC by Midcontinent in accordance with the practices and procedures established by MVC.

3.5 Midcontinent shall not interfere with the right of any person or entity to obtain service directly from MVC.

3.6 If MVC determines that an unauthorized change in local service by a local service provider has occurred, MVC will reestablish service with the appropriate local service provider, and will assess against the local service provider an unauthorized change charge. Appropriate nonrecurring charges, as set forth in the Local Exchange Tariff as applicable, will also be assessed to the local service provider.

3.7 To the extent allowable by law, Midcontinent shall be responsible for primary interexchange carrier (PIC) change charges associated with such local exchange line and trunks. Midcontinent shall pay for PIC changes at the tariffed rate.

3.8 Midcontinent is solely responsible for the payment of charges for all services furnished under this Agreement.

3.9 MVC shall not be responsible for the manner in which the use of Telecommunications Services or the associated charges are billed to others by Midcontinent.

3.10 If Midcontinent does not wish to be responsible for toll, collect, third number billed, 900 calls, last call return, caller originated trace, directory assistance inquiries, operator assistance charges Midcontinent must order blocking services as outlined in the MVC Local Exchange Tariff and pay any applicable charges.

3.11 Midcontinent shall be responsible for providing to its end users, and to MVC a telephone number or numbers that Midcontinent end users can use to contact Midcontinent in the event of service or repair requests.

#### **4. Establishment of Service**

4.1 Midcontinent will provide MVC with the necessary documentation to enable MVC to establish a master account for Midcontinent.



4.2 Service orders will be submitted in the format designated by MVC. The format shall conform to the formats adopted by the Ordering and Billing Forum or shall require only the information necessary for MVC to process an order, including customer-identifying information, services requested and the date on which service is to commence, be changed or be discontinued.

4.3 When MVC receives a properly completed service order from Midcontinent that a customer is subscribing to Midcontinent's services, standard service order intervals for the appropriate class of service will apply.

4.4 Except as required by applicable laws or rules, MVC will not require end user confirmation prior to establishing service for Midcontinent's end user customers. Midcontinent must, however, be able to demonstrate lawful end user authorization upon request pursuant to Section 3.3 of the Pre-Ordering and Ordering Attachment.

4.5 At Midcontinent's request, MVC will provide to Midcontinent's customers per customer, blocking of calls (e.g., toll, 900, international calls, and third party or collect calls) by line or trunk, to the extent that MVC provides such blocking capabilities to its customers and to the extent required by law. A nonrecurring charge will apply for any changes.

4.6 When ordering Telecommunications Services via a service order, Midcontinent may order from MVC separate InterLATA and IntraLATA service providers (i.e., two PICs) on a line or trunk basis. MVC will accept PIC change orders from Midcontinent for Midcontinent's end users. PIC change fees will not be discounted.

4.7 MVC may require Midcontinent to provide MVC a security deposit to ensure payment of Midcontinent's account consistent with Section 2.4 of the General Terms and Conditions.

4.7.1 Such security deposit shall be a cash deposit or other form of security acceptable to MVC. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

4.7.2 The provision of a security deposit does not relieve Midcontinent from complying with MVC's regulations as to prompt payment of bills on presentation and does not constitute a waiver or modification of the provisions of Section 2.4.2 of the General Terms and Conditions.

4.7.3 In the event this Agreement is terminated by MVC any security deposits will be applied to Midcontinent's account and MVC may pursue any other remedies available by law. To the extent the security deposit exceeds the amounts owed by Midcontinent, MVC will refund the excess including any interest accrued within one hundred and twenty (120) days after termination of the Agreement.

4.7.4 In the case of a cash deposit, interest at a rate as set forth in the appropriate MVC tariff shall be paid to Midcontinent during the possession of the security deposit by MVC. Interest on a security deposit shall accrue annually and, if requested, shall be annually credited to Midcontinent by the accrual date.

## **5. Maintenance of Service**

5.1 MVC's facilities and equipment provided by MVC shall be maintained solely by MVC or its agent.

5.2 Midcontinent or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by MVC without the written consent of MVC.

5.3 Midcontinent shall promptly notify MVC of any situations that arise that may result in a service problem.

5.4 Midcontinent will be MVC's single point of contact for all repair calls on behalf of Midcontinent's end users with respect to Telecommunications Services.

5.5 Midcontinent will contact MVC's repair center in accordance with procedures established by MVC. Midcontinent will refer repair calls to MVC by telephone.

5.6 For all repair requests, Midcontinent shall adhere to MVC's prescreening guidelines mutually agreed upon prior to referring the trouble to MVC.

5.7 For purposes of this Section, Telecommunications Services is considered restored or a trouble resolved when the quality of Telecommunications Services is equal to that provided before the outage or the trouble occurred.

5.8 MVC will bill Midcontinent for handling troubles that are found not to be in MVC's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what MVC charges to its retail customers for the same services.

5.9 MVC Maintenance of Service Charges, when applicable, will be billed by MVC to Midcontinent, and not to Midcontinent's end-user customers.

5.10 MVC technicians will be dispatched to Midcontinent customer premises pursuant to a repair request being received from Midcontinent.

5.11 If trouble cannot be cleared without access to Midcontinent local customer's premises and the customer is not at home, the MVC technician will leave at the customer's premises a "no access" card requesting the customer to call "their local service provider" for rescheduling of repair.

5.12 MVC will perform testing (including trouble shooting to isolate any problems) of Telecommunications Services purchased by Midcontinent in order to identify any new circuit failure performance problems.

5.13 MVC reserves the right to contact Midcontinent's end users, if deemed necessary, for maintenance purposes.

## **6. Discontinuance of Service**

### **6.1 End User Disconnect Procedures**

6.1.1 At the request of Midcontinent, MVC will disconnect a Midcontinent end user customer.

6.1.2 All requests by Midcontinent for denial or disconnection of an end user for nonpayment must be provided to MVC in writing in the manner and format prescribed by MVC.

6.1.3 Midcontinent will be solely responsible for notifying the end user of the proposed disconnection of service.

6.1.4 Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of Midcontinent.

6.1.5 MVC may report annoyance calls to Midcontinent when it is determined that annoyance calls are originated from one of Midcontinent's end user's locations. MVC shall be indemnified, defended and held harmless by Midcontinent against any claim, loss or damage arising from providing this information to Midcontinent. It is the responsibility of Midcontinent to take the corrective action necessary with its customers who make annoying calls. Failure to do so may result in MVC's disconnecting the end user's service. If either Party disconnects a customer pursuant to this Section 6.1.5 (Midcontinent via instructions to MVC to disconnect service or MVC acting without instructions from Midcontinent), the other Party shall be indemnified, defended and held harmless by the disconnecting Party against any claim, loss or damage arising from a claim of wrongful disconnection.

## **7. Billing and Payments**

7.1 Pursuant to this Agreement, MVC shall bill Midcontinent those charges, which Midcontinent incurs as a result of Midcontinent purchasing Telecommunications Services from MVC in accordance with Section 2.4 of the General Terms and Conditions.

7.2 MVC shall provide Midcontinent a monthly bill including all charges incurred by and credits and/or adjustments due to Midcontinent for the Telecommunications Services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each bill provided by MVC to Midcontinent will include:

7.2.1 All non-usage sensitive charges which are billed in advance and usage sensitive charges which are billed in arrears;

7.2.2 Any previously unbilled non-usage and usage sensitive charges for prior periods; and

7.2.3 MVC will also bill to Midcontinent all other charges, including but not limited to 911 and E911 fees, telecommunications relay charges, subscriber line charges, local number portability charges and applicable taxes.

7.3 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due MVC from the Interexchange Carrier.

7.4 All end user common line (EUCL) charges, subscriber line charges (SLC), Local Number Portability (LNP) or other similar charges will continue to apply for each local exchange line resold under this Agreement. All applicable federal and state rules, tariffs and regulations associated with such charges shall be applicable, as may be amended from time to time.

7.5 Each Party will provide the other Party at no charge a contact person for the handling of any Resale Billing questions or problems.

7.6 MVC will render bills each month on established bill days

7.7 If Midcontinent requests an additional copy(ies) of a bill, Midcontinent will pay MVC a reasonable fee per additional bill copy, unless such copy(ies) was requested due to errors, omissions, or corrections, or the failure of the original transmission to comply with the specifications set forth in this Agreement.

7.8 Payment of all charges will be the responsibility of Midcontinent. MVC is not responsible for payments not received by Midcontinent from Midcontinent's customer. MVC will not become involved in billing disputes that arise between Midcontinent and its customer. Payments made to MVC, as payment on account, will be credited to an accounts receivable master account and not to an end user's account. MVC will not accept payments from Midcontinent's customers to apply on Midcontinent's account.

## **8. Customer Billing Data**

8.1 End user billing data will be provided according to MVC practices and procedures. Usage data with respect to end users who have subscribed to a local measured service will be provided by MVC to Midcontinent when the end user has been transferred to Midcontinent, and Midcontinent purchases Telecommunications Services from MVC.

8.2 MVC will bill and Midcontinent will pay the applicable charges for usage data set forth in this Agreement. Billing and payment will be in accordance with the applicable terms and conditions set forth in this Agreement.

## **Pricing Attachment**

## Pricing Attachment

### General.

The rates contained in this Pricing Attachment are the rates as referenced in the various sections on the Interconnection Agreement. MVC shall provide updated versions of the Tariff prior to the effective date of such change.

#### A. Service Order Charges

- |  |                  |
|--|------------------|
| 1. Service Order Charge (LSR)            |                  |
| Facility Administration Charge           | \$ 22.50         |
| Primary Charge                           | \$ 18.00/request |
| Subsequent Charge                        | \$ 12.00/request |
| 2. Service Order Cancellation Charge     | \$ 12.00/request |
| 3. Expedited Due Date in addition to SOC | \$ 32.00/request |
| 4. Order Change Charge                   | \$ 12.00/request |

Rate elements listed in this Attachment are not all inclusive.

#### B. General Charges:

##### 1. DID Block Compromise Charge

Removal of a telephone number from a sequential number group, Per sequential number block	\$450.00
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##### 2. Technical Labor

###### Install & Repair Technician:

Basic Time (normally scheduled hours)	\$100/hr
Overtime (outside normally schld hrs on schld work day)	\$150/hr
Trip Charge	\$25
Call out	Min 2 hours

###### Central Office Technician:

Basic Time (normally scheduled hours)	\$100/hr
Overtime (outside normally schld hrs on schld work day)	\$150/hr
Call out	Min 2 hours

Customer Service Representative:

Basic Time (Normal Scheduled)	\$100/hr
Overtime (outside normally schld hrs on schld work day)	\$150/hr
Call out	Min 2 hours

C. Transport Charges

Per Tariff

D. Fiber Meet Point Interconnection Charges

The following charges by Missouri Valley to Midcontinent shall apply to fiber meet point interconnection under Section 2.2 of the Interconnection Attachment:

- |  |         |
|--|---------|
| 1. Installation Charge for two (2) fibers      | \$3,744 |
| 2. Monthly recurring charge for two (2) fibers | \$250   |

E. SIP Session Charges

Each Party shall apply the following charges to services provided to the other.

Initiation of a SIP session	\$100 per session per month, calculated as described in Attachment 1, Section 2.5.2.3
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F. Resale

The Parties agree the following charges apply to the Resale of Local Service:

1. Nonrecurring Charges

a. Customer Transfer Charge (CTC): The following nonrecurring charges apply when converting a MVC account to a Reseller account or when changing an end user from one reseller to another.

Residence and Business	\$22.20
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b. Product Specific Nonrecurring Charge: As set forth in MVC tariffs, the product specific nonrecurring charges, without discount, will apply when additional lines or trunks are added or when the end user adds features or services to existing lines or trunks.

2. MVC shall offer to Midcontinent for resale at wholesale rates from the tariffed pricing Telecommunications Services tariffed with the Commission that MVC provides at retail to subscribers who are not telecommunications carriers, subject to the terms and conditions of this Agreement and the Resale Attachment. Except as qualified below, MVC telecommunications services shall be available for resale at a 10% discount from the tariffed prices.

a. The services not available for resale include but are not limited to the following services:

- Customer Premises Equipment
- Inside Wire
- Dedicated or Switched Access Service
- Promotions of 90 days or less in length
- Non Tariffed items
- Voice Mail
- Toll services
- ADSL
- Operator Services\*
- Directory Listing charges
- Nonregulated services
- Directory Assistance Services\*

Services marked with \* are available for resale, but not at discounted rates.



# Exhibit 1

## INTERCONNECTION NETWORK ARRANGEMENTS TABLE

### LOCAL CALLING SCOPE AND NPA/NXXS

<u>Exchanges in Local Calling Area</u>	<u>Midcontinent NPA/NXX</u>	<u>Missouri Valley NPA/NXX</u>
Williston	701-713-4xxx 701-609-5xxx	701-572, 577, 774